16- 7/29/26

The State of New Hampshire
Department of Transportation

David Rodrigue, P.E. *Commissioner*	*Susan M. Klasen, P.E.* *Assistant Commissioner*	*Michelle L. Winters* *Deputy Commissioner*

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

Bureau of Highway Maintenance
July 6, 2026

Requested Action

Authorize the Bureau of Highway Maintenance to purchase guardrails utilized on state highways and interstates from Chemung Supply Corporation (Vendor 164728) of Elmira, NY, in the amount of $417,795.30. Effective upon G&C approval through September 1, 2026. **100% Highway Funds.**

Funding is available as follows:	**FY2027**
04-096-096-960515 3007	
Highway Maintenance	
020-500200 Current Expenses	$417,795.30

Explanation

The Department of Transportation is responsible for the operation and maintenance of the state highway system. This includes installation and maintenance of guardrails.

Following Chapter Adm 600 Procurement and Property rules, a bid was posted (#139-26) on the Department of Administrative Services bid website on May 6, 2026. Bids were received from five vendors: Chemung Supply Corporation, Eberl Iron Works, Premier Fence, Reliable Fence, and Royal Media Network.

On May 20, 2026, the low bidder Chemung Supply Corporation was awarded the bid for $417,795.30 of the items on the guardrails requisition. Chemung Supply is the only bidder that said they could supply all of the requested items.

Your approval for this purchase is respectfully requested.

Sincerely

David M. Rodrigue, PE
Commissioner

Attachments

Gary S. Lunetta
Director
(603) 271-2201

Bid Summary

Bid Description	Guard Rails	Agency	DOT
Bid #	139-26	RQ #	256873
Agent Name	Devin Lahey	Bid Closing	5/13/2026 at 1:30 PM

Indicates Award:

Qty	UOM	Product Description	Chemung Supply Corporation		Eberl Iron Works		Premier Fence		Reliable Fence		Royal Media Network	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
		Section 1: Steel Posts & Blocks										
400	EA	POLY Offset Blocks - 6"x8"x14" Face	$4.70	$1,880.00	$6.65	$2,660.00	$7.00	$2,800.00	$5.50	$2,200.00	$10.00	$4,000.00
300	EA	Steel Posts 6' - W6x8.5x6'	$51.84	$15,552.00	$77.50	$23,250.00	$65.00	$19,500.00	$60.20	$18,060.00	$82.25	$24,675.00
100	EA	Steel Posts 8' - W6x8.5x6'	$74.52	$7,452.00	$108.22	$10,822.00	$85.00	$8,500.00	$81.50	$8,150.00	$108.50	$10,850.00
		Section 2: Button Head Post Bolts & Hex Head Bolts - Galvanized										
1800	EA	5/8"x10" Post Bolt	$2.00	$3,600.00	$3.00	$5,400.00	$6.60	$11,880.00	$2.30	$4,140.00	$3.33	$5,994.00
150	EA	5/8"x18" Post Bolt	$3.51	$526.50	$5.29	$793.50	$11.55	$1,732.50	$4.25	$637.50	$4.73	$709.50
5000	EA	5/8" DR/HGR Hex Nuts (Double Recessed & HGR = same on MSKT End Units)	$0.32	$1,600.00	$0.50	$2,500.00	$0.70	$3,500.00	$0.50	$2,500.00	$0.35	$1,750.00
5000	EA	5/8"x1 1/4" Splice Bolts	$0.36	$1,800.00	$0.58	$2,900.00	$2.25	$11,250.00	$0.50	$2,500.00	$0.91	$4,550.00
		Section 3: BEAM Guard Rail Standard Rail - Mid Spliced - Galvanized										
200	EA	Mid-Span Splice, W-Beam GR Section, 12Ga, 12'-6" mounting holes every 3'-1 1/2" center to center, (3'-1.5" c-c)	$77.22	$15,444.00	$102.86	$20,572.00	$100.00	$20,000.00	$79.25	$15,850.00	$77.00	$15,400.00
335	EA	Mid-Span Splice, W-Beam GR Section, 12Ga, 25'-0" mounting holes every 3'-1 1/2" center to center, (3'-1.5" c-c)	$139.32	$46,672.20	$197.15	$66,045.25	$175.00	$58,625.00	$150.00	$50,250.00	$160.00	$53,600.00
115	EA	Mid-Span Splice, W-Beam GR (TRANSITION to MGS) Panel, 12Ga, 9'-4 1/2" mounting holes every 3'-1 1/2" center to center, (3'-1.5" c-c)	$70.20	$8,073.00	$92.86	$10,678.90	$150.00	$17,250.00	$70.35	$8,090.25	$75.00	$8,625.00
10	EA	Mid-Span Splice, W-Beam GR (TRANSITION to MGS) Panel, 12Ga, 15'-7 1/2" mounting holes every 3'-1 1/2" center to center, (3'-1.5" c-c)	$116.64	$1,166.40	$154.29	$1,542.90	$80.00	$800.00	$110.00	$1,100.00	$99.00	$990.00
20	EA	Mid-Span Splice, W-Beam GR (TRANSITION to MGS) Panel, 12Ga, 3'-1 1/2" mounting holes every 3' 1 1/2" center to center, (3'-1.5" c-c)	$27.00	$540.00	$35.72	$714.40	$100.00	$2,000.00	$56.50	$1,130.00	$85.00	$1,700.00
25	EA	W Beam - Section 12' 6" Radius 20 Traffic Facing Convex	$99.36	$2,484.00	$131.43	$3,285.75	$140.00	$3,500.00	$120.00	$3,000.00	$120.00	$3,000.00
30	EA	W Beam - Section 12' 6" Radius 30 Traffic Facing Convex	$99.36	$2,980.80	$131.43	$3,942.90	$140.00	$4,200.00	$120.00	$3,600.00	$120.00	$3,600.00
19	EA	W Beam - Section 12' 6" Radius 40 Traffic Facing Convex	$99.36	$1,887.84	$131.43	$2,497.17	$140.00	$2,660.00	$120.00	$2,280.00	$120.00	$2,280.00
		Section 4: Powder Coated - Special Order Repair Parts										
50	EA	Powder Coated - W Beam GR Section 25'-0" for posts set every 6'3" with intermittant hols every 3' 1-1/2"	$540.00	$27,000.00	$714.29	$35,714.50	$350.00	$17,500.00	$580.00	$29,000.00	$980.00	$49,000.00
100	EA	Powder Coated - 5/8"x10" Post Bolt	$5.40	$540.00	$7.15	$715.00	$3.50	$350.00	$6.00	$600.00	$980.00	$98,000.00
4	EA	Powder Coated - MSKT COMPLETE UNITS - For all replacements NHDOT installs only TL3, This = the first 12' 6".	$4,644.00	$18,576.00	$6,142.86	$24,571.44	$1,800.00	$7,200.00	$4,912.50	$19,650.00	$980.00	$3,920.00

Gary S. Lunetta
Director
(603) 271-2201

6	EA	Powder Coated - Mid-splice GR Transition Panel 9' 4.5"	$243.00	$1,458.00	$321.43	$1,928.58	$1,000.00	$6,000.00	$255.00	$1,530.00	$980.00	$5,880.00
Section 5: Galvanized - Nu-Guard Repair Parts												
100	EA	NU-GUARD Steel Posts (Nu-Guard), 7'-6"	$70.20	$7,020.00	No Bid	No Bid	$85.00	$8,500.00	$77.90	$7,790.00	No Bid	No Bid
100	EA	NU-GUARD 5/8"x1/4"x3.5" OD Washer	$3.24	$324.00	No Bid	No Bid	$1.00	$100.00	$4.50	$450.00	No Bid	No Bid
100	EA	NU-GUARD 5/8"x3.5" Guardrail post bolt (3.5" length used with single faced NuGuard only)	$2.16	$216.00	No Bid	No Bid	$3.00	$300.00	$3.00	$300.00	No Bid	No Bid
Section 6: SoftStopTrinity Complete End Units - TL3 (Test Level 3 = over 40mph)												
45	EA	SoftStop-Complete Unit	$1,863.00	$83,835.00	No Bid	No Bid	$1,471.75	$66,228.75	$2,135.00	$96,075.00	No Bid	No Bid
Section 7: SoftStop Trinity Repair Parts for End Terminal Units												
20	EA	SoftStop Anchor Guardrail (12 GA)	$248.40	$4,968.00	No Bid	No Bid	$250.00	$5,000.00	$265.00	$5,300.00	No Bid	No Bid
12	EA	SoftStop Anchor Paddle	$97.20	$1,166.40	No Bid	No Bid	$500.00	$6,000.00	$101.95	$1,223.40	No Bid	No Bid
12	EA	Anchor Post #0	$345.60	$4,147.20	No Bid	No Bid	$200.00	$2,400.00	$365.00	$4,380.00	No Bid	No Bid
12	EA	Anchor Keeper Plate (24 GA)	$26.24	$314.88	No Bid	No Bid	$100.00	$1,200.00	$27.75	$333.00	No Bid	No Bid
12	EA	Anchor Plate Washer (1/2" Thick)	$27.11	$325.32	No Bid	No Bid	$5.00	$60.00	$28.85	$346.20	No Bid	No Bid
12	EA	Ground Strut x 4'- 8 1/4"	$71.28	$855.36	No Bid	No Bid	$200.00	$2,400.00	$75.50	$906.00	No Bid	No Bid
Section 8: MSKT Complete End Units - TL3 (Test Level 3 = over 40mph)												
58	EA	MSKT - Complete Unit	$1,971.00	$114,318.00	$2,433.34	$141,133.72	$2,050.00	$118,900.00	$2,239.50	$129,891.00	No Bid	No Bid
Section 9: MSKT Repair Parts / Bill of Materials												
16	EA	Impact Head	$907.20	$14,515.20	$1,200.00	$19,200.00	$1,133.30	$18,132.80	$950.00	$15,200.00	$210.00	$3,360.00
44	EA	W-Beam Guardrail End Section, 12 GA (Anchor Panel)	$178.20	$7,840.80	$235.72	$10,371.68	$231.35	$10,179.40	$184.25	$8,107.00	$210.00	$9,240.00
52	EA	First Post Top (6x6x1/8" Tube)	$102.60	$5,335.20	$135.72	$7,057.44	$185.00	$9,620.00	$115.00	$5,980.00	$210.00	$10,920.00
12	EA	First Post Bottom (6' W6x15)	$253.80	$3,045.60	$335.72	$4,028.64	$290.00	$3,480.00	$275.00	$3,300.00	$260.00	$3,120.00
30	EA	Second Post Assembly Top	$64.80	$1,944.00	$85.72	$2,571.60	$120.00	$3,600.00	$75.00	$2,250.00	$210.00	$6,300.00
12	EA	Second Post Assembly Bottom	$108.00	$1,296.00	$142.86	$1,714.32	$175.00	$2,100.00	$120.00	$1,440.00	$280.00	$3,360.00
12	EA	Bearing Plate 8"x8"	$27.00	$324.00	$35.72	$428.64	$50.00	$600.00	$35.00	$420.00	$280.00	$3,360.00
22	EA	Cable Anchor Box/Bracket	$54.00	$1,188.00	$71.43	$1,571.46	$100.00	$2,200.00	$62.50	$1,375.00	$210.00	$4,620.00
16	EA	BCT Cable Anchor Assembly	$75.60	$1,209.60	$100.00	$1,600.00	$850.00	$13,600.00	$82.00	$1,312.00	$255.00	$4,080.00
24	EA	Strut	$97.20	$2,332.80	$128.58	$3,085.92	$280.00	$6,720.00	$106.50	$2,556.00	$225.00	$5,400.00
Section 10: Delineation for End Terminal Units												
60	EA	MSKT or SKT Terminal End Reflector Yellow Black Chevron 18"x18"	$21.60	$1,296.00	$28.58	$1,714.80	$23.65	$1,419.00	$16.00	$960.00	No Bid	No Bid
10	EA	SoftStop Terminal End Reflector Yellow Black Chevron - RIGHT (long & narrow - 24 1/4"x5 3/16" some are 5 1/4" or 5 1/8")	$12.42	$124.20	No Bid	No Bid	No Bid	No Bid	$13.00	$130.00	No Bid	No Bid
50	EA	SoftStop Terminal End Reflector Yellow Black Chevron - LEFT (long & narrow - 24 1/4"x5 3/16" some are 5 1/4" or 5 1/8")	$12.42	$621.00	No Bid	No Bid	$15.00	$750.00	$13.00	$650.00	No Bid	No Bid
Section 10 Delineation for End Terminal Units												
5500	EA	Posts - 6' Delineator Post Galvanized	**CANCELLED**									
2500	EA	Posts - 7' Delineator Post Galvanized										
		Total		**$417,795.30**		**$415,012.51**		**$482,737.45**		**$464,942.35**		**$352,283.50**

Recommendation Summary	
Number of Solicitations Received	5

Gary S. Lunetta
Director
(603) 271-2201

Bid Summary

Number of Sourced bidders	25
Number of NIGP Vendors Sourced	24
Number of non-responsive bidders	44
D&B Report On File	Yes
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Special Notes: Chemung Supply Corporation was the only submission to bid on all items and when comparing only the bid on items, Chemung was the lowest cost overall. Premier Fence submitted spec sheets that did not satisfy DOT.	

NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES

REQUEST FOR BID FOR GUARD RAILS
139-26

DUE DATE: 5/13/2026 1:30 PM (EASTERN TIME)

Bidder Initials: NM

Date: 5/5/26

Table of Contents

Bidder Initials: JH

Date: 3/4/21

1. **PURPOSE:**
   1.1. The purpose of this bid invitation is to establish a contract in the form of a purchase order, for supplying the State of New Hampshire with the item(s) indicated in the "Offer" section of this bid invitation, in accordance with the requirements of this bid invitation and any resulting order. This shall be a one-time order with delivery required to the location indicated in the F.O.B. section of this bid invitation.
2. **INSTRUCTIONS TO VENDOR:**
   2.1. Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and sign the transmittal letter.
3. **BID SUBMITTAL:**
   3.1. All bids shall be submitted on this form, or an exact copy shall be typed or clearly printed in ink and shall be received on or before the date and time specified in paragraph 7 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.
   3.2. IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.
4. **BID INQUIRIES:**
   4.1. Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in paragraph 7. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.
   4.2. Questions shall be submitted by email to Devin Lahey **at** Devin.M.Lahey@DAS.NH.Gov.
   4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.
5. **BID DUE DATE:**
   5.1. All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.
   5.2. All bid submissions shall be treated as firm offers to remain valid for acceptance for a period of one hundred eighty (180) days from the bid due date. The transmittal of a vendor's response or bid submission to any State agency or office other than the Department of Administrative Services (DAS), Bureau of Purchase and Property may be grounds for disqualification.
6. **ADDENDA:**
   6.1. In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is https://das.nh.gov/Purchasing/vendorresources.aspx.
7. **TIMELINE:**
   7.1. The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

Bid Solicitation distributed on or by:	4/28/2026
Last day for questions, clarifications, and/or requested changes to bid:	5/5/2026
States response to questions, clarifications, and/or requested changes to bid:	5/7/2026
Bid Closing (Eastern Time):	5/13/2026 1:30 PM

Bidder Initials: NY

Date: 5/11/24

8. GOVERNING TERMS AND CONDITIONS:

8.1. A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

8.2. A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

8.3. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

8.4. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

9. NON-EXCLUSIVE CONTRACT:

9.1. Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

10. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

10.1. Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

10.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

10.3. **If the Bidder considers <u>any</u> portion of a submission confidential, they shall provide <u>a separate copy</u> of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are stamped or otherwise marked with the notation "confidential."** Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is <u>*not*</u> acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. <u>Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.</u>

10.4. Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

10.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

Bidder Initials: MM

Date: 5/5/16

10.6. By submitting a proposal, Bidders acknowledge and agree that:

10.6.1. The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;

10.6.2. The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and

10.6.3. The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

11. VENDOR CERTIFICATIONS:

11.1. All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

11.2. STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: https://das.nh.gov/purchasing/vendorresources.aspx.

12. VENDOR RESPONSIBILITY:

12.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract. It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

12.2. All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: https://das.nh.gov/purchasing/vendorresources.aspx.

12.3. The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.

12.4. It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

12.5. In preparation of your bid response, you shall:

12.5.1. Complete the pricing information in the "Offer" section; and

12.5.2. You may include quote separately, but the **OFFER SECTION MUST** be completed for compliant acceptance.

12.5.3. Complete all other required information on your offer (if applicable); and

12.5.4. Complete the "Vendor Contact Information" section; and

12.5.5. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

13. WARRANTY REQUIREMENTS:

13.1. Successful Vendor shall be required to warranty all of the equipment/item awarded to Vendor for a period of not less than one (1) year or the manufacturer's standard period of time, whichever is greater, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

14. BID PRICES:

14.1. Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Bidder Initials: MP

Date: 5/6/16

14.2. Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

14.3. Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

15. AUDITS AND ACCOUNTING:

15.1. The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

16. TERMS OF PAYMENT:

16.1. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

16.2. Payments shall be made via ACH unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury/state-vendors/index.htm.

17. INVOICING:

17.1. Itemized invoices shall be submitted to HighwayMaintenance@dot.nh.gov after delivery of the products and include the following at a minimum:

- 17.1.1. State of NH purchase order (PO) number
- 17.1.2. State of NH contract number if applicable
- 17.1.3. State of NH ordering agency information
  - 17.1.3.1. Name and contact information of ordering individual
  - 17.1.3.2. Name of ordering state agency / department
  - 17.1.3.3. Address of ordering state agency / department
  - 17.1.3.4. Name and contact information of ordering state agency accounts payable office
- 17.1.4. Date of purchase
- 17.1.5. Date of delivery
- 17.1.6. Vendor order number
- 17.1.7. Vendor account representative name and contact information
- 17.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment

17.2. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

18. AWARD:

18.1. The award shall be made to the one or more Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total or by section. You must bid on at least 75% of items in a section to be considered for that section. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract in the form of a purchase order.

18.2. Successful Vendor shall not be allowed to require any other type of purchase order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

19. BID RESULTS:

19.1. Bid results may be viewed when available, once the award has been made, on our web site only at: https://apps.das.nh.gov/bidscontracts/bids.aspx.

19.2. For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public to the above website. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

Bidder Initials: MA
Date: 5/1/24

20. TERMINATION:

20.1. The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

21. F.O.B.:

21.1. The F.O.B. shall be destination to the following delivery point (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this bid or subsequent purchase orders without additional charge:

NHDOT District 1 – Patrol Shed 107

24 Foster Drive, Whitefield, NH 03598

Contact: Eric Crane, Cell 603-631-9151, Dispatch 603-788-4641

NHDOT District 2 – Warehouse

8 Eastman Hill Road, Enfield, NH 03748

Contact: Jack Tibbetts, Dispatch 603-448-2654

NHDOT District 3 – Warehouse

710 Whittier Highway (Route 25), Moultonborough, NH 03254

Contact: Peter Reid, Cell 603-419-0810, Warehouse 603-253-4939, Dispatch 603-524-6667

NHDOT District 4 – Warehouse

19 Base Hill Road, Swanzey, NH 03446-3401

Contact: Dave Rattray, Cell 603-419-0406, Warehouse 603-352-6614, Dispatch 603-352-2302

NHDOT District 5 – Patrol Shed 511

6 East Point Drive, Bedford, NH 03110

Contact: Tyler Leemon, Cell 603-365-7047, Dispatch 603-666-3336

NHDOT District 6 – Patrol Shed 605

65 Pinkham Road, Lee, NH (off Route 125)

Contact: Nathan Young, Cell 603-419-9950, Dispatch 603-868-1133

21.2. Requisition No.: 256873

22. RETURNED GOODS:

22.1. The successful Vendor shall resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten business days of notification with no restocking or freight charges and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Bidder Initials: MM

Date: 5/9/16

22.2. The signature of state personnel on shipping documents shall signify the receipt but not the acceptance of the shipment signed for.

23. SPECIFICATION COMPLIANCE:

23.1. Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

23.2. Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

23.3. The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer shall match or exceed the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that do not meet the minimum standards shall not be accepted. Product literature and specifications may be enclosed.

24. SPECIFICATIONS:

24.1. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

24.2. Vendors shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."

24.3. Vendors shall meet all NHDOT General Specifications for All Guard Rail & Parts

24.3.1. Click on the NHDOT Web Page Below.

24.3.1.1. https://www.dot.nh.gov/doing-business-nhdot/engineers-consultants

24.3.2. Navigate to the section below

24.3.2.1. Standards and Specifications

24.3.2.1.1. CAD/D Documentation

24.3.2.1.2. Standard Plans for Road Construction

24.3.2.1.3. Standard Specifications for Road & Bridge Construction

24.3.2.1.4. Special Attentions

24.3.2.1.5. Special Provisions

24.3.2.1.6. Master Item Lists

PDF pdf or Excel xlsx

25. ENVIRONMENTALLY FRIENDLY PRODUCTS:

25.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:

25.1.1. Energy or water efficient

25.1.2. Reusable

25.1.3. Recyclable

25.1.4. Contains postconsumer recycled materials

25.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal

25.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)

25.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties as an **attachment with their bid submission**.

Bidder Initials: AM

Date: 9/4/24

25.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.

25.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: *https://www.epa.gov/smartway/smartway-partner-list*.

26. OFFER:

26.1. The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid. **Quotes in lieu of a completed offer sheet will not be accepted.**

26.2. If product(s) listed are not environmentally sustainable, the bidder shall list the closest sustainable alternative to the item(s) listed in this bid.

26.3. Please see Attachment 1 Offer Sheet

27. DELIVERY TERMS

27.1. **NO BACK ORDER / NO SPLIT DELIVERIES TO A MAINTENANCE DISTRICT.**

27.2. The proprietary parts for each end unit shall be palletized separately and all large components may be packaged and bundled separately to include all standard posts and w-beam.

27.3. A flatbed delivery is preferred with all guardrail parts. If a box truck is used the shipper must be equipped with a pallet jack in the truck to move pallets from the front of the truck to the back to off-load with NHDOT warehouse forklifts.

27.4. Deliveries may be Monday-Friday 8:00 a.m. through 2:30 p.m. and vendors are responsible for ensuring your shipper/delivery company calls 48 hours in advance of delivery to each District location so staff may meet the delivery truck with proper equipment to unload. No voice mail messages.

28. DELIVERY TIME:

28.1. Successful Vendor agrees to complete delivery of items within 30 days after receipt of Purchase Order or sooner to location noted on paragraph 21 FOB. Prices offered shall include all products and delivery costs.

29. ATTACHMENTS:

29.1. The following attachments are an integral part of this bid invitation:

29.1.1. Attachment 1: Offer Sheet

30. VENDOR CONTACT INFORMATION:

30.1. Please provide contact information below for a person knowledgeable of and who can answer questions regarding this bid response.

Marc P Stemerman	607-733-5506	800-733-5508
Contact Person	Local Telephone Number	Toll Free Telephone Number

mstemerman@chemungsupply.com	www.chemungsupply.com
E-mail Address	Company Website
Chemung Supply Corp	2420 Corning Rd, Elmira NY 14903
Vendor Company Name	Vendor Address
164728	00-246-4600
Vendor Number (provided by State of NH)	DUNS and/or SAM.GOV Number

31. NOTE: TO BE CONSIDERED, BID TRANSMITTAL LETTER SHALL BE SIGNED IN THE SPACE PROVIDED.

32. THE BID OPENING IS OPEN TO THE PUBLIC ONLINE AT THE FOLLOWING:

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/213872709385321?p=5eDrYeF7FNV1JzjAO1
Meeting ID: 213 872 709 385 321

Bidder Initials: MJ

Date: 5/5/25

Passcode: sJ9py3Pa
Need help? | System reference
Dial in by phone
+1 603-931-4944,,671354088# United States, Concord
Find a local number
Phone conference ID: 671 354 088#
Join on a video conferencing device
Tenant key: nhgov@m.webex.com
Video ID: 113 430 705 8
More info

Bidder Initials: MA
Date: 3/5/24

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

State of New Hampshire
Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, Room 102, State House Annex
Concord, NH 03301-6398

Date: 4/28/2026
Bid No.: 139-26
Date of Bid Closing: 5/13/2026
Time of Bid Closing: 1:30 PM (ET)

PLEASE EMAIL ANY QUESTIONS REGARDING THIS BID TO DEVIN LAHEY AT DEVIN.M.LAHEY@DAS.NH.GOV.
EMAIL YOUR BID TO: NH.PURCHASING@DAS.NH.GOV.

BID INVITATION FOR GUARD RAIL

[Insert name of signor] Marc P Stemerman, on behalf of Chemung Supply Corp [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID 139-26 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:
1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
    a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
    b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
    c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
    d. Is currently debarred from performing work on any project of the federal government or the government of any state;
    e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
    f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
    g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
    h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
    i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
    j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature ______________ **Authorized Signor's Title** President

Bidder Initials: MS
Date: 5/8/26

GENERAL TERMS AND CONDITIONS

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-I, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21- I:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

Bidder Initials: [handwritten initials]

Date: [handwritten]

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.
7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.
8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
8.1.2. failure to submit any report required hereunder; or
8.1.3. failure to perform any of the other covenants and conditions of this agreement.
8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior

Bidder Initials: MA
Date: 3/5/16

written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

Bidder Initials: MY

Date: 5/5/14

Attachment 1 : Offer Sheet

RFB 139-26
Guard Rail

Vendor Business Name: Chemung Supply Corp

Instructions: Enter the unit price.

Line	DOT Item Number	Product Description	District 1 Quantity	District 2 Quantity	District 3 Quantity	District 4 Quantity	District 5 Quantity	District 6 Quantity	Total Quantity	Unit Price	Total Price
Section 1: Steel Posts & Blocks											
1	2.01	POLY Offset Blocks - 6"x8"x14" Face	0	0	0	400	0	0	400	$4.70	$1,880.00
2	2.02	Steel Posts 6' - W6x8.5x6'	0	0	0	300	0	0	300	$51.84	$15,552.00
3	2.04	Steel Posts 8' - W6x8.5x6'	0	0	0	0	0	100	100	$74.52	$7,452.00
Section 2: Button Head Post Bolts & Hex Head Bolts - Galvanized											
4	3.06	5/8"x10" Post Bolt	500	0	0	1000	0	300	1800	$2.00	$3,600.00
5	3.08	5/8"x18" Post Bolt	0	0	0	150	0	0	150	$3.51	$526.50
6	3.11	5/8" DR/HGR Hex Nuts (Double Recessed & HGR = same on MSKT End Units)	0	0	0	5000	0	0	5000	$0.32	$1,600.00
7	3.17	5/8"x1 1/4" Splice Bolts	0	0	0	5000	0	0	5000	$0.36	$1,800.00
Section 3: BEAM Guard Rail Standard Rail - Mid Spliced - Galvanized											
8	4.01	Mid-Span Splice, W-Beam GR Section, 12Ga, 12'-6" mounting holes every 3'-1 1/2" center to center, (3'-1.5" c-c)	0	0	0	200	0	0	200	$77.22	$15,444.00
9	4.02	Mid-Span Splice, W-Beam GR Section, 12Ga, 25'-0" mounting holes every 3'-1 1/2" center to center, (3'-1.5" c-c)	200	0	0	75	0	60	335	$139.32	$46,672.20
10	4.08	Mid-Span Splice, W-Beam GR (TRANSITION to MGS) Panel, 12Ga, 9'-4 1/2" mounting holes every 3'-1 1/2" center to center, (3'-1.5" c-c)	15	0	0	100	0	0	115	$70.20	$8,073.00
11	4.12	Mid-Span Splice, W-Beam GR (TRANSITION to MGS) Panel, 12Ga, 15'-7 1/2" mounting holes every 3'-1 1/2" center to center, (3'-1.5" c-c)	0	0	0	10	0	0	10	$116.64	$1,166.40
12	4.13	Mid-Span Splice, W-Beam GR (TRANSITION to MGS) Panel, 12Ga, 3'-1 1/2" mounting holes every 3' 1 1/2" center to center, (3'-1.5" c-c)	0	0	0	20	0	0	20	$27.00	$540.00
13	4.14	W Beam - Section 12' 6" Radius 20 Traffic Facing Convex	0	0	0	25	0	0	25	$99.36	$2,484.00
14	4.15	W Beam - Section 12' 6" Radius 30 Traffic Facing Convex	10	0	0	20	0	0	30	$99.36	$2,980.80
15	4.16	W Beam - Section 12' 6" Radius 40 Traffic Facing Convex	4	0	0	15	0	0	19	$99.36	$1,887.84
Section 4: Powder Coated - Special Order Repair Parts											
16	18.07	Powder Coated - W Beam GR Section 25'-0" for posts set every 6'3" with intermittant hols every 3' 1-1/2"	50	0	0	0	0	0	50	$540.00	$27,000.00
17	18.18	Powder Coated - 5/8"x10" Post Bolt	100	0	0	0	0	0	100	$5.40	$540.00

RFB 139-26
Guard Rail

18	18.21	Powder Coated - MSKT COMPLETE UNITS - For all replacements NHDOT installs only TL3, This = the first 12' 6".	4	0	0	0	0	0	4	$4,644.00	$18,576.00
19	4.08PWC	Powder Coated - Mid-splice GR Transition Panel 9' 4.5"	6	0	0	0	0	0	6	$243.00	$1,458.00
Section 5: Galvanized - Nu-Guard Repair Parts										
20	19.03	NU-GUARD Steel Posts (Nu-Guard), 7'-6"	0	0	0	100	0	0	100	$70.20	$7,020.00
21	19.07	NU-GUARD 5/8"x1/4"x3.5" OD Washer	0	0	0	100	0	0	100	$3.24	$324.00
22	19.09	NU-GUARD 5/8"x3.5" Guardrail post bolt (3.5" length used with single faced NuGuard only)	0	0	0	100	0	0	100	$2.16	$216.00
Section 6: SoftStop Trinity Complete End Units - TL3 (Test Level 3 = over 40mph)										
23	6.14	SoftStop-Complete Unit	0	0	0	15	20	10	45	$1,863.00	$83,835.00
Section 7: SoftStop Trinity Repair Parts for End Terminal Units										
24	21.01	SoftStop Anchor Guardrail (12 GA)	0	0	0	20	0	0	20	$248.40	$4,968.00
25	21.04	SoftStop Anchor Paddle	0	0	12	0	0	0	12	$97.20	$1,166.40
26	21.05	Anchor Post #0	0	0	12	0	0	0	12	$345.60	$4,147.20
27	21.07	Anchor Keeper Plate (24 GA)	0	0	12	0	0	0	12	$26.24	$314.88
28	21.08	Anchor Plate Washer (1/2" Thick)	0	0	12	0	0	0	12	$27.11	$325.32
29	21.09	Ground Strut x 4'- 8 1/4"	0	0	12	0	0	0	12	$71.28	$855.36
Section 8: MSKT Complete End Units - TL3 (Test Level3 = over 40mph)										
30	6.13	MSKT - Complete Unit	8	0	0	35	0	15	58	$1,971.00	$114,318.00
Section 9: MSKT Repair Parts / Bill of Materials										
31	24.09	Impact Head	0	0	6	10	0	0	16	$907.20	$14,515.20
32	24.10	W-Beam Guardrail End Section, 12 GA (Anchor Panel)	12	0	12	20	0	0	44	$178.20	$7,840.80
33	24.11	First Post Top (6x6x1/8" Tube)	12	0	20	20	0	0	52	$102.60	$5,335.20
34	24.12	First Post Bottom (6' W6x15)	0	0	12	0	0	0	12	$253.80	$3,045.60
35	24.13	Second Post Assembly Top	0	0	20	10	0	0	30	$64.80	$1,944.00
36	24.14	Second Post Assembly Bottom	0	0	12	0	0	0	12	$108.00	$1,296.00
37	24.15	Bearing Plate 8"x8"	0	0	12	0	0	0	12	$27.00	$324.00
38	24.16	Cable Anchor Box/Bracket	0	0	12	10	0	0	22	$54.00	$1,188.00
39	24.17	BCT Cable Anchor Assembly	0	0	12	0	0	4	16	$75.60	$1,209.60
40	24.18	Strut	12	0	12	0	0	0	24	$97.20	$2,332.80
Section 10: Delineation for End Terminal Units										
41	0.07	MSKT or SKT Terminal End Reflector Yellow Black Chevron 18"x18"	0	0	20	40	0	0	60	$21.60	$1,296.00
42	0.21	SoftStop Terminal End Reflector Yellow Black Chevron - RIGHT (long & narrow - 24 1/4"x5 3/16" some are 5 1/4" or 5 1/8")	0	0	10	0	0	0	10	$12.42	$124.20

RFB 139-26
Guard Rail

43	0.22	SoftStop Terminal End Reflector Yellow Black Chevron - LEFT (long & narrow - 24 1/4"x5 3/16" some are 5 1/4" or 5 1/8")	0	0	10	40	0	0	50	$12.42	$621.00
Section 11: Delineator Posts											
44	0.15	Posts - 6' Delineator Post Galvanized	0	0	0	3500	1000	1000	5500	$8.19	$45,045.00
45	0.17	Posts - 7' Delineator Post Galvanized	2000	0	0	0	0	500	2500	$9.56	$23,900.00
										Total	**$486,740.30**

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

Date of Change: May 7, 2026

ADDENDUM # 01 TO BID INVITATION 139-26

DATE AND TIME OF BID CLOSING: 5/13/2026 1:30 PM

FOR: Guard Railes

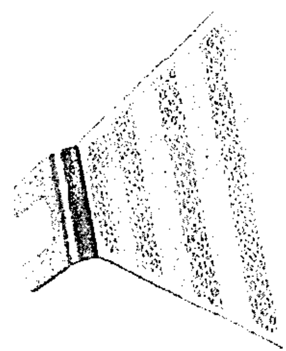
Question 1: Can you please provide a spec sheet for the delineators, are they standard or bend backs?

State Response:

Beam Guardrail Delineators

Aluminum: See NHDOT Standard Specifications, Section 621 – Delineators.

Beam Guardrail Delineators shall be cut from aluminum only (no thermoplastic) in a butterfly wing shape with an 90 Degree bend and "reverse forked"; forks bend away from the retroreflective face of the beam guardrail delineator – see graphic below and attached drawing). Retroreflective face shall have silver or amber tape.



Question 2: Expectation for buying, when would the orders be placed after award?

State Response: The intent is to place the order within this fiscal year which ends June 30^{th}.

Question 3: Is there an escalation clause for pricing?

State Response: There is no escalation clause. Section 14.1 on page 5 states that "Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. **Any and all charges shall be built into your bid price** at the time of the bid."

PURCHASING AGENT: Devin Lahey
Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE

PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Chemung Supply Corp

ADDRESS: 2420 Corning Rd, Elmira NY 14903

PRINT NAME: Marc P Stemerman SIGNATURE:

TEL. NO. 607-733-5506 EMAIL ADDRESS: mstemerman@chemungsupply.com

Please visit: https://das.nh.gov/purchasing/vendorresources.aspx (click on "Bid and Proposals") for complete bid and addendums.

State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
4016788

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ACCOUNTS PAYABLE
7 HAZEN DR
CONCORD NH 03301

CHEMUNG SUPPLY CORPORATION
2420 CORNING ROAD
ELMIRA NY 14903

Ship To:

DOT ROAD MAINTENANCE
7 HAZEN DR
CONCORD NH 03301

Vendor #: 164728
Contact: Marc Stemerman

Phone: (607) 733-5506
Fax: 91 (607) 732-5379

Agency Contact Alan Hanscom 603-252-6417.

In accordance with RFB 139-26

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before July 16, 2026 unless specified by line		
1	5,000.00	EA	5/8" DR/HGR HEX NUTS DOUBLE RECESSED & HGR Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	.32000	1,600.00
2	5,000.00	EA	5/8" X 1 1/4" SPLICE BOLTS 5/8" X 1 1/4" SPLICE BOLTS Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	.36000	1,800.00
3	500.00	EA	5/8" X 10" POST BOLT 5/8" X 10" POST BOLT Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	2.00000	1,000.00
4	1,000.00	EA	5/8" X 10" POST BOLT 5/8" X 10" POST BOLT Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	2.00000	2,000.00
5	300.00	EA	5/8" X 10" POST BOLT 5/8" X 10" POST BOLT Vendor Item Number: DELIVER TO DISTRICT 6 Vendor Item Desc:	2.00000	600.00
6	150.00	EA	5/8" X 18" POST BOLT 5/8" X 18" POST BOLT Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	3.51000	526.50
7	12.00	EA	ANCHOR KEEPER PLATE 24 GA Item# 15207G Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	26.24000	314.88
8	12.00	EA	ANCHOR PLATE WASHER 1/2" THICK Item# 15206G Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	27.11000	325.32
9	12.00	EA	ANCHOR POST #0 Item #15201G Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	345.60000	4,147.20
10	12.00	EA	BCT CABLE ANCHOR ASSEMBLY Item# E770 Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	75.60000	907.20

Buyer: Gary S Lunetta
Phone: 603 271 2650
Process Level: 09600

Total Amount: $417,795.30

******** CONTINUED ********

State of New Hampshire Purchase Order

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CHEMUNG SUPPLY CORPORATION
2420 CORNING ROAD
ELMIRA NY 14903

Ship To:

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7 HAZEN DR
CONCORD NH 03301

Vendor #: 164728
Contact: Marc Stemerman

Phone: (607) 733-5506
Fax: 91 (607) 732-5379

Agency Contact Alan Hanscom 603-252-6417.

In accordance with RFB 139-26

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
11	4.00	EA	BCT CABLE ANCHOR ASSEMBLY Item #E770 Vendor Item Number: DELIVER TO DISTRICT 6 Vendor Item Desc:	75.60000	302.40
12	12.00	EA	BEARING PLATE 8" X 8" Item #E750 Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	27.00000	324.00
13	12.00	EA	CABLE ANCHOR BOX/BRACKET Item# S760 Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	54.00000	648.00
14	10.00	EA	CABLE ANCHOR BOX/BRACKET Item# S760 Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	54.00000	540.00
15	12.00	EA	FIRST POST BOTTOM 6'W6 X 15 Item # MTPHP1B Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	253.80000	3,045.60
16	12.00	EA	FIRST POST TOP 6X6X1/8" TUBE Item #MTPHP1A Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	102.60000	1,231.20
17	20.00	EA	FIRST POST TOP 6X6X1/8" TUBE Item MTPHP1A Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	102.60000	2,052.00
18	20.00	EA	FIRST POST TOP 6X6X1/8" TUBE Item# MTPHP1A Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	102.60000	2,052.00
19	12.00	EA	GROUND STRUT X 4'-81/4" Item #15202G Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	71.28000	855.36
20	6.00	EA	HOLE 9' 4.5 THRU OUT PANEL HOLE 9' 4.5 THRU OUT PANEL Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	243.00000	1,458.00

Buyer: Gary S Lunetta
Phone: 603 271 2650
Process Level: 09600

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Agency Contact Alan Hanscom 603-252-6417.

In accordance with RFB 139-26

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
21	200.00	EA	MIDSPAN SPLICE 12 GA 25'-0" 3.5 MH Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	139.32000	27,864.00
22	15.00	EA	MIDSPAN SPLICE 12 GA 9' 4.5 MH Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	70.20000	1,053.00
23	200.00	EA	MIDSPAN SPLICE 12 GA 12'6" 3.5 MH Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	77.22000	15,444.00
24	75.00	EA	MIDSPAN SPLICE 12 GA 25'-0" 3.5 MH Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	139.32000	10,449.00
25	10.00	EA	MIDSPAN SPLICE 12 GA 15' 7.5 MH Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	116.64000	1,166.40
26	20.00	EA	MIDSPAN SPLICE 12 GA 3' 1.5 MH Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	27.00000	540.00
27	100.00	EA	MIDSPAN SPLICE 12 GA 9' 4.5 MH Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	70.20000	7,020.00
28	60.00	EA	MIDSPAN SPLICE 12 GA 25'-0' 3.5 MH Vendor Item Number: DELIVER TO DISTRICT 6 Vendor Item Desc:	139.32000	8,359.20
29	8.00	EA	MSKT COMPLETE UNITS MSKT COMPLETE UNITS Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	1,971.00000	15,768.00
30	35.00	EA	MSKT COMPLETE UNITS MSKT COMPLETE UNITS Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	1,971.00000	68,985.00

Buyer: Gary S Lunetta
Phone: 603 271 2650
Process Level: 09600

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Agency Contact Alan Hanscom 603-252-6417.

In accordance with RFB 139-26

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
31	15.00	EA	MSKT COMPLETE UNITS MSKT COMPLETE UNITS Vendor Item Number: DELIVER TO DISTRICT 6 Vendor Item Desc:	1,971.00000	29,565.00
32	6.00	EA	MSKT IMPACT HEAD ITEM # MS3000 Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	907.20000	5,443.20
33	10.00	EA	MSKT IMPACT HEAD ITEM# MS3000 Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	907.20000	9,072.00
34	100.00	EA	NG 5/8" X 1.4" X 3.5" OD WASHER NG 5/8" X 1.4" X 3.5" OD WASHE Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	3.24000	324.00
35	100.00	EA	NG 5/8" X 3.5" GR POST BOLT NG 5/8" X 3.5" GR POST BOLT Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	2.16000	216.00
36	100.00	EA	NU GUARD STEEL POSTS 7'-6" NU GUARD steel posts 7'-6" Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	70.20000	7,020.00
37	400.00	EA	POLY OFFSET BLOCKS 6"X8"X14"FACE POLY OFFSET BLOCKS 6"X8"X14"FA Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	4.70000	1,880.00
38	4.00	EA	POWDER COAT MSKT COMPLET UNITS POWDER COAT MSKT COMPLET UNIT Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	4,644.00000	18,576.00
39	100.00	EA	POWDER COAT 5/8" X 10" POST BOLT POWDER COAT 5/8" X 10" POST BO Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	5.40000	540.00
40	50.00	EA	POWDER COAT W BEAM 25'-0 POWDER COAT W BEAM 25'-0 Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	540.00000	27,000.00

Buyer: Gary S Lunetta
Phone: 603 271 2650
Process Level: 09600

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Fax: 91 (607) 732-5379

Agency Contact Alan Hanscom 603-252-6417.

In accordance with RFB 139-26

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
41	12.00	EA	SECOND POST ASSEMBLY BOTTOM Item# HP2B Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	108.00000	1,296.00
42	20.00	EA	SECOND POST ASSEMBLY TOP Item# UHP2A Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	64.80000	1,296.00
43	10.00	EA	SECOND POST ASSEMBLY TOP Item # UHP2A Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	64.80000	648.00
44	20.00	EA	SOFTSTOP ANCHOR GUARDRAIL 12 GA Part 15200G Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	248.40000	4,968.00
45	12.00	EA	SOFTSTOP ANCHOR PADDLE Item # 15204A Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	97.20000	1,166.40
46	15.00	EA	SOFTSTOP COMPLETE UNIT SOFTSTOP COMPLETE UNIT Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	1,863.00000	27,945.00
47	20.00	EA	SOFTSTOP COMPLETE UNIT SOFTSTOP COMPLETE UNIT Vendor Item Number: DELIVER TO DISTRICT 5 Vendor Item Desc:	1,863.00000	37,260.00
48	10.00	EA	SOFTSTOP COMPLETE UNIT SOFTSTOP COMPLETE UNIT Vendor Item Number: DELIVER TO DISTRICT 6 Vendor Item Desc:	1,863.00000	18,630.00
50	100.00	EA	STEEL POST 8' W6 X 8.5 X 8' Vendor Item Number: DELIVER TO DISTRICT 6 Vendor Item Desc:	74.52000	7,452.00
51	300.00	EA	STEEL POSTS 6' W 6X8.5 X 6 Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	51.84000	15,552.00

Buyer: Gary S Lunetta
Phone: 603 271 2650
Process Level: 09600

Total Amount: **$417,795.30**

******** CONTINUED ********

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Agency Contact Alan Hanscom 603-252-6417.

In accordance with RFB 139-26

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
52	12.00	EA	STRUT Item # M5785 Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	97.20000	1,166.40
53	12.00	EA	STRUT Item # MS785 Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	97.20000	1,166.40
54	12.00	EA	W BEAM GUARDRAIL END SECT 12 GA Item #SF1303 Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	178.20000	2,138.40
55	20.00	EA	W BEAM GUARDRAIL END SECT 12 GA Item #SF1303 Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	178.20000	3,564.00
56	12.00	EA	W BEAM GUARDRAIL END SECT 12GA ITEM #SF1303 Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	178.20000	2,138.40
57	10.00	EA	W BEAM SECTION 12' 6" RADIUS 30 CONVEX Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	99.36000	993.60
58	4.00	EA	W BEAM SECTION 12' 6" RADIUS 40 CONVEX Vendor Item Number: DELIVER TO DISTRICT 1 Vendor Item Desc:	99.36000	397.44
59	25.00	EA	W BEAM SECTION 12' 6" RADIUS 20 CONVEX Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	99.36000	2,484.00
60	20.00	EA	W BEAM SECTION 12' 6" RADIUS 30 CONVEX Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	99.36000	1,987.20
61	15.00	EA	W BEAM SECTION 12' 6" RADIUS 40 CONVEX Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	99.36000	1,490.40

Buyer: Gary S Lunetta
Phone: 603 271 2650
Process Level: 09600

Total Amount: $417,795.30

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In accordance with RFB 139-26

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
62	20.00	EA	YELLOW BLACK CHEVRON TERM END MSKT or SKT term end reflector Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	21.60000	432.00
63	40.00	EA	YELLOW BLACK CHEVRON TERM END MSKT or SKT Term end reflector Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	21.60000	864.00
64	10.00	EA	YELLOW BLACK CHEVRON TERM END Softstop RIGHT 24 1/4"x5 3/16" Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	12.42000	124.20
65	10.00	EA	YELLOW BLACK CHEVRON TERM END Softstop LEFT 24 1/4"x5 3/16" Vendor Item Number: DELIVER TO DISTRICT 3 Vendor Item Desc:	12.42000	124.20
66	40.00	EA	YELLOW BLACK CHEVRON TERM END Softstop LEFT 24 1/4"x5 3/16" Vendor Item Number: DELIVER TO DISTRICT 4 Vendor Item Desc:	12.42000	496.80
			Purchase Order Summary Goods Total: Order Total:		 $417,795.30 $417,795.30

Total Amount: $417,795.30

Buyer: Gary S Lunetta
Phone: 603 271 2650
Process Level: 09600

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Date: 06/16/2026
Status: DRAFT
Ship Via:
FOB: Destination
Freight Terms: Vendor Paid
Terms: Net 30
Due Days: 30

Bill To: DOT ROAD MAINTENANCE
ACCOUNTS PAYABLE
7 HAZEN DR
CONCORD NH 03301

CHEMUNG SUPPLY CORPORATION
2420 CORNING ROAD
ELMIRA NY 14903

Ship To:

DOT ROAD MAINTENANCE
7 HAZEN DR
CONCORD NH 03301

Vendor #: 164728
Contact: Marc Stemerman

Phone: (607) 733-5506
Fax: 91 (607) 732-5379

Agency Contact Alan Hanscom 603-252-6417.

In accordance with RFB 139-26

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			NO BACK ORDER / NO SPLIT DELIVERIES TO A MAINTENANCE DISTRICT. Guardrail End Unit Packaging and Delivery Instructions: The proprietary parts for each end unit shall be palletized separately and all large components may be packaged and bundled separately to include all standard posts and w-beam. A flatbed delivery is preferred with all guardrail parts. If a box truck is used the shipper must be equipped with a pallet jack in the truck to move pallets from the front of the truck to the back to off-load with NHDOT warehouse forklifts. Deliveries may be Monday-Friday 8:00 a.m. through 2:30 p.m. and vendors are responsible for ensuring your shipper/delivery company calls 48 hours in advance of delivery to each District location so staff may meet the delivery truck with proper equipment to unload. No voice mail messages. Delivery Locations for NHDOT Highway Maintenance Districts Eric Crane, NHDOT District 1- Patrol Shed 107 24 Foster Drive, Whitefield, NH 03598 Cell 603-631-9151 Dispatch 603-788-4641 Dave Rattray, NHDOT District 4 Warehouse 19 Base Hill Road, Swanzey, NH 03446-3401 Cell 603-419-0406 - Warehouse 603-352-6614 Dispatch 603-352-2302 Nathan Young, NHDOT District 6, Patrol Shed 605 65 Pinkham Road, Lee, NH (off Route 125) Cell 603-419-9950 - Dispatch 603-868-1133		

Total Amount: **$417,795.30**

Buyer: Gary S Lunetta
Phone: 603 271 2650
Process Level: 09600

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received , whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

8.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1. give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1. PATENT PROTECTION. The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.