

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Point of Contact: **Michael Connor**  
Telephone: (603)-271- **6899**  
Email: [nh.purchasing@das.nh.gov](mailto:nh.purchasing@das.nh.gov)

RE: Bid Invitation Name: **DOOR REPAIR AND INSTALLATION SERVICES**  
Bid Number: **RFB Adm Svs 2021-255**  
Bid Posted Date (on or by): **October 7, 2020**  
Bid Closing Date and Time: **October 28, 2020 @ 1:30 PM (EST)**  
Dear Mr. Connor:

[Insert name of signor] \_\_\_\_\_, on behalf of \_\_\_\_\_ [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 **RFB Adm Svs 2021-255** for **DOOR REPAIR AND INSTALLATION SERVICES** 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.

**Authorized Signor's Signature** \_\_\_\_\_ **Authorized Signor's Title** \_\_\_\_\_

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

**COUNTY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

**REQUEST FOR BID FOR DOOR REPAIR AND INSTALLATION SERVICES FOR  
THE STATE OF NEW HAMPSHIRE  
REPLACES RFB Adm Svs 2021-253**

**PURPOSE:**

The purpose of this bid invitation is to establish a non-exclusive contract for **Door Repair and Installation Services** with the State of New Hampshire, Department of Administrative Services as detailed in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract(s).

**INSTRUCTIONS TO VENDOR:**

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, sign, and notarize page one of the bid invitation.

**BID SUBMITTAL:**

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 on page 1 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.

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.

**BID INQUIRIES:**

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 the timeline below. 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.

Questions shall be submitted by E-mail to Michael Connor at the following address: michael.connor@das.nh.gov. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**BID DUE DATE:**

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.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**ADDENDA:**

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, Vendors are required to **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.asp>.

**TIMELINE:**

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.

10/7/2020	Bid Solicitation distributed on or by
10/19/2020	Last day for questions, clarifications, and/or requested changes to bid
10/28/2020	1:30 PM (EST) Bid Closing
1/1/2021	Implementation of Contract

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendor(s) selected, the State reserves the right to use any information presented in a bid response.

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.

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.

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 contract, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor(s) and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**CONTRACT TERM:**

The term of the contract shall be from January 1, 2021 or upon approval of the Governor and Executive Council, whichever is later, through December 31, 2022, a period of approximately two (2) years. The contract may be extended for one additional year at terms and conditions acceptable to both parties. Any such contract extension shall be subject to approval by Governor and Council.

**AWARD:**

It is the intent of the State of New Hampshire, Department of Administrative Services **to award per Region**. The award will be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per Region. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract. If an award is made it shall be, in the form of a State of New Hampshire Contract(s).

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out.

**Bid results may also be viewed on our website at <https://das.nh.gov/purchasing>**

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendor(s) in the preparation of bid(s) or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

Generally, the full contents of any bid or 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 bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. 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:

**If the bidder considers any portion of a submission confidential, they shall provide a separate copy 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 "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 not 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. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. 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.

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.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall 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 not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

#### **TERMINATION:**

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

#### **VENDOR CERTIFICATIONS:**

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

- **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>)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), shall **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor shall have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

#### **CERTIFICATE OF INSURANCE:**

Prior to being awarded a contract, the Vendor(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State.

#### **AUDITS AND ACCOUNTING:**

The successful Vendor(s) shall allow representatives of the State of New Hampshire to have complete access to all records related to this contract 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.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor(s) may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency.

**ESTIMATED USAGE:**

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities.

**PAYMENT:**

Payment method ACH). **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>

**INVOICING:**

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

**VENDOR RESPONSIBILITY:**

The successful Vendor(s) shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

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.asp>.

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.

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.

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.

In preparation of your bid response, you shall:

- Complete the pricing information in the "Offer" section; and
- Complete all other required information on your offer (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page shall be notarized to be an official submission.

**IF AWARDED A CONTRACT:**

The Contractor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signor
- Section 1.13 Acknowledgement
- Section 1.13.1 Signature of Notary Public or Justice of the Peace
- Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described in item 14 of the form # P-37.
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

**SPECIFICATIONS:**

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the Vendor shall address all requirements for information as outlined.

**SCOPE OF SERVICES:**

**Door Repair and Installation Services**

The State of New Hampshire, Department of Administrative Services is seeking to establish a non-exclusive contract(s) to provide Door Repair and Installation Services to facilitate the timely repair of defective interior and exterior doors and or installation of new interior or exterior doors and related hardware for its buildings located throughout the State. This includes power operated and low energy power drive doors.

The successful Vendor(s) shall provide all supervision, labor, materials, transportation, tools, equipment, construction equipment and machinery necessary to satisfactorily complete the Door Repair and Installation Services as identified below.

The Door Repair and Installation Services shall include at a minimum the following:

- a) Repair of defective interior and exterior wood and metal doors, thresholds, frames including lites, hinges and related hardware to make the doors safe, secure and function properly.
- b) Installation of new interior and exterior wood and metal doors, frames including any lites, hinges and related hardware.
- c) Repair of defective power operated pedestrian doors and associated systems and hardware.
- d) Repair of defective low energy door operators and related systems and hardware.
- e) Repair of defective power assisted ADA door controls and operators.
- f) Maintain, repair and inspect power operated pedestrian doors and associated systems and hardware.
- g) Maintain, repair and inspect low energy door operators and related systems and hardware.
- h) Installation of power assisted ADA door controls and operators.
- i) Installation of new interior and exterior power operated pedestrian doors and low energy door operators.
- j) Wiring and installation of security wiring and latches to facilitate installation of security system by others.
- k) Door hardware and keying services related to new door installations either in house or through a subcontractor.
- l) Other general door related repairs as requested by the State.

All Door Repair and Installation Services shall comply at a minimum with the following Guidelines:

Description	Reference #
Butts and Hinges	ANSI 156.1 – 2016
Locks and Latches	ANSI 156.2 – 2017
Exit Devices	ANSI 156.3 – 2014
Door Control Closers	ANSI 156.4 – 2019
Cylinder and Input Devices for Locks	ANSI 156.5 – 2020
Architectural Door Trim	ANSI 156.6 – 2015
Hinge Templates	ANSI 156.7 – 2016
Overhead Stops and Holders	ANSI 156.8 – 2015
Power Operated Pedestrian Doors	ANSI 156.10 – 2017
Interconnected Locks	ANSI 156.12 – 2018
Mortise Locks	ANSI 156.13 – 2017
Materials and Finishes	ANSI 156.18 – 2016
Door Preps Steel and Wood	ANSI 156.115 – 2016
Electric Strikes and Frame Mounted Actuators	ANSI 156.31 – 2013
Continuous Hinges	ANSI 156.26 – 2017
Electrified Locking Devices	ANSI 156.25 – 2018
Thresholds	ANSI 152.21 – 2019
Power Assist and Low Energy Power Operated Doors	ANSI 156.19 - 2019

Individual projects are not to exceed \$25,000 including all costs associated with any individual project, including supervision, labor, mileage, material, equipment, construction equipment, machinery and supplies etc.

The successful Vendor(s) shall submit a not to exceed quote for individual project at rates established in this contract.

For emergency projects requiring immediate attention, the successful Vendor(s) shall work on a Time and Materials basis subject to review and approval by the State Project Manager.

All work performed under any ensuing contract(s) shall be scheduled by the State Project Manager from the Department of Administrative Services.

The Hourly rate shall be for the actual amount of time at the respective job sites.

The Mileage Charge shall be \$0.575 per mile portal to portal, or the distance from the previous worksite to the new worksite, whichever is less.

All materials shall be invoiced at a markup not to exceed 30% over contractors cost.

The State will not consider any markup exceeding 10%, by the Vendor(s) on any work performed by subcontractors.

The State will not consider any material mark-up exceeding 30% over the subcontractor's cost.

**For Door Repair and Installation Services issued on a fixed price** basis the following information is required on all invoices:

All invoices must include detail of the work performed, dates and location of services, a copy of the Vendor's material invoices to verify mark up and prices.

**For Emergency Door Repair Services awarded on a Time and Material basis**, the following additional information must be included on all invoices:

All Invoices must include detail of the work performed, dates and location of the services, a copy of the Contractor's material invoices to verify mark up and number of hours per person worked.

Invoices must be submitted to the State by the successful Vendor at the rates quoted in the contract. The State retains the right to examine Contractor's invoices for the materials used in completing the work.

The successful Vendor(s) typical working hours under any resulting contract will range from 7:00 AM and 5:00 PM Monday through Friday, but occasions may arise which would require work to be performed before or after these hours, on weekends, or holidays. The typical working hours may vary by the type of facility or the operational needs of the State where work is being performed, and will be established at the beginning of each project.

The successful Vendor(s) shall notify the State Project Manager of any maintenance related issues that are discovered while performing the work.

The successful Vendor(s) shall secure and pay for any permits, government fees and inspections required by the authorities having jurisdiction. The successful Vendor(s) shall ensure that any inspections are made by the appropriate State or local authority having jurisdiction.

The successful Vendor(s) shall initiate, maintain and supervise all safety precautions and programs in connection with the work.

The successful Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a) All employees of the work and all other persons who may be affected thereby;
- b) all the work and all materials and equipment to be incorporated therein, whether in storage on or off-the site, under the care; custody or control of the successful Vendor or any of their subcontractor(s).

The successful Vendor(s) shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the project area and the State Project Manager notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. The Contractor shall fully cooperate with the State and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.

The successful Vendor(s) shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.

The successful Vendor(s) shall provide methods, means, and facilities to minimize noise produced by construction operations.

The successful Vendor(s) shall employ sufficient number of trained personnel so that all request for door repair service calls are answered within the required time limitations.

The successful Vendor(s) shall respond by phone or other electronic device to all door repair service calls within one business day after report of occurrence.

The successful Vendor(s) shall ensure that all materials shall be of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new unless otherwise specified and Door Repair and Installation Services shall be good quality free from faults and defects.

The successful Vendor(s) shall further ensure that all dirt and debris resulting from the work under any resulting contract shall be disposed of at the end of each day or at the completion of work.

The successful Vendor(s) shall supervise and direct the work, using their best skill and attention. The successful Vendor(s) shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portion of the work. All aspects of the project shall be subject to the inspection and approval of the State. The successful Vendor(s) guarantees to repair, replace, re-execute or otherwise correct any defect in workmanship, materials, of the like that fails to conform to the requirements of the State, or that appear during the progress of the work or within one year of final acceptance by the State.

The successful Vendor(s) shall be responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under a contract.

All work shall be done in such a manner as not to interfere with the State's operating functions. The successful Vendor(s) and their employees shall familiarize themselves and comply with all rules and regulations applicable to each project.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor(s) or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

Vendors shall have a minimum of three years' experience completing Door Repair and Installation Services as described herein.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

#### **OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The Vendor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. The Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s).

The Vendor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property by the Vendor during the performance of this service shall be repaired at their own expense.

#### **PERFORMING SERVICES:**

The Vendor(s) shall perform all services according to the requirements and specifications of this bid.

#### **BID PRICES:**

Bid prices shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time (to include writing them separately in the RFB "Offer" section). Any and all charges **shall be built into your bid price** at the time of the bid.

#### **OFFER:**

Vendor hereby offers to perform the Door Repair and Installation Services to the State of New Hampshire as specified at the schedule of rates quoted below, in complete accordance with general and detailed specifications included herewith.

**TO BE COMPLETED BY VENDOR**

**Concord Area**  
**Concord, Hooksett Approximately 60 facilities**

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install		

**South**  
**Manchester, Derry, Nashua, Milford, Merrimack Approximately 7 facilities**

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install		

**Central**  
**Laconia, Plymouth, Franklin Approximately 7 facilities**

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install		

**Seacoast**  
**Portsmouth, Dover, Brentwood, Rochester, Hampton Approximately 5 facilities**

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install		

**North**  
**Ossipee, North Conway, Lancaster, Approximately 3 facilities**

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install		

**West**  
**Lebanon, Jaffrey Approximately 2 facilities**

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install		

**VENDOR CONTACT INFORMATION:**

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

_____	_____	_____
Contact Person	Telephone Number	Toll Free Telephone Number
_____	_____	_____
Fax Number	E-mail Address	Company Website
_____	_____	
Vendor Company Name	DUNS #	

**Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.**

**LEAVE BLANK for Information Purposes Only. Table for Use by the State as Basis of Award**

**Concord Area**  
**Concord, Hooksett Approximately 60 facilities**

	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM			Total Estimated Amount in Dollars
Description	Hours	Rate	Total	Hours	Rate	Total	
Door Repair and Installation Services	190			16			
<b>Concord Total</b>							

**South**  
**Manchester, Derry, Nashua, Milford, Merrimack Approximately 7 facilities**

	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM			Total Estimated Amount in Dollars
Description	Hours	Rate	Total	Hours	Rate	Total	
Door Repair and Installation Services	40			8			
<b>South Total</b>							

**Central**  
**Laconia, Plymouth, Franklin Approximately 7 facilities**

	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM			Total Estimated Amount in Dollars
Description	Hours	Rate	Total	Hours	Rate	Total	
Door Repair and Installation Services	40			8			
<b>Central Total</b>							

**Seacoast**  
**Portsmouth, Dover, Brentwood, Rochester, Hampton Approximately 5 facilities**

	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM			Total Estimated Amount in Dollars
Description	Hours	Rate	Total	Hours	Rate	Total	
Door Repair and Installation Services	30			8			
<b>Seacoast Total</b>							

**North**  
**Ossipee, North Conway, Lancaster, Approximately 3 facilities**

	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM			Total Estimated Amount in Dollars
Description	Hours	Rate	Total	Hours	Rate	Total	
Door Repair and or Installation Services	20			6			
<b>North Total</b>							

**West**  
**Lebanon, Jaffrey Approximately 2 facilities**

	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM			Total Estimated Amount in Dollars
Description	Hours	Rate	Total	Hours	Rate	Total	

Door Repair and or Installation Services	16			4			
<b>West Total</b>							

## SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM  
NUMBER P-  
(version  
5/8/15)

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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### AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____			
On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council			
By: _____		On: _____	

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more

particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

## **7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## **8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition 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 Contractor 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 Contractor notice of termination;

8.2.2 give the Contractor 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 Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or  
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor

without the prior written notice and consent of the State.

**13. 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 or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the

requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. 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 of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default 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 Event of Default on the part of the Contractor.

**17. 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 in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. 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. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. 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.