

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: 10/13/2020
Bid No.: 59-21
Date of Bid Closing: 11/06/20
Time of Bid Closing: 11:00 AM (EST)

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: ALAN HOFMANN: E-mail alan.s.hofmann@das.nh.gov
EMAIL YOUR BID TO: NH.Purchasing@DAS.NH.Gov

BID INVITATION FOR: VEHICLE – FIRE TRUCK

[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 BID # 59-21 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 _____

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)

Form P31-A

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, 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 21-1:14, 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.

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 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.

BID INVITATION FOR: VEHICLE – FIRE TRUCK

PURPOSE:

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.

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 1 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 **ALAN HOFMANN: E-mail alan.s.hofmann@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 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.

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, **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/purchasing.aspx>

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.

10/13/2020	Bid Solicitation distributed on or by
10/22/2020	Last day for questions, clarifications, and/or requested changes to bid
11/06/2020	11:00 AM (EST) Bid Closing

GOVERNING TERMS AND CONDITIONS:

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

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

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

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.

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.

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>)

VENDOR RESPONSIBILITY:

The successful Vendor 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.aspx>.

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
 - You may include quote separately but the **OFFER SECTION MUST** be completed for complaint acceptance.
- 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.

WARRANTY REQUIREMENTS:

See detailed warranty specifications

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, 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.

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".

PAYMENT:

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) 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 to the corresponding State agency after completion of work.

AWARD:

The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof. If an award is made it shall be, in the form of a State of New Hampshire Purchase Order.

Successful Vendor shall not be allowed to require any other type of 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.

BID RESULTS:

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>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public to the above website. There will be no public openings at this time.**

TERMINATION:

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.

F.O.B.:

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:

NH DEPARTMENT OF SAFETY
DIVISION OF FIRE STANDARDS AND TRAINING
SMOKEY BEAR BLVD
CONCORD NH 03301

REQUISITION NO.: TBD

RETURNED GOODS:

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.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

SPECIFICATION COMPLIANCE:

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.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all products and equipment offered by the Vendor shall be new (and of the current model year).

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 must match or exceed the one(s) indicated and you must demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that don't meet the minimum standards will not be accepted. Product literature and specifications may be enclosed.

OFFER:

Successful Vendor hereby offers to sell the required items to the State of New Hampshire at the following price:

<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>DELIVERED PRICE</u>
1	EACH	NEW, CURRENT MODEL YEAR AERIAL FIRE FIGHTING APPARATUS AS PER THE FOLLOWING DEPARTMENT OF SAFETY MINIMUM SPECIFICATIONS	\$ _____

Make and model _____

Vendor to submit detailed manufacturers specifications/literature

DELIVERY TIME:

Successful Vendor agrees to complete delivery of items within 14 MONTHS after receipt of Purchase Order or sooner. Prices offered shall include all products and delivery costs

VENDOR CONTACT INFORMATION:

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

Contact Person	Local Telephone Number	Toll Free Telephone Number
E-mail Address	Company Website	
Vendor Company Name	Vendor Address	

NH Fire Academy Aerial Spec List

Dimensions:

- Max length: 41'
- Max wheel base: 240"
- Max height: 11' 10"
- Minimum axle to back of cab: 60"
- Minimum cab width: 98"

Paint & Lettering:

- The entire body shall be painted job color red. The lower cab shall be painted red, the upper cab (pillars up) painted white
 - Paint code: Vermillion Red PPG 4217
 - Touch up paint to be provided
- Lettering:
 - 4" Mylar Gold Leaf, 80 Letters
 - 12" x 144" sign boards (both to include typical signboard graphics)
 - 6" white reflective stripe down side of apparatus
 - Rear body shall have yellow/red chevrons covering 50 % of the rear body
 - NFPA Standing / Walking Surfaces Yellow Safety Tape

Electrical:

- V-Mux multiplex system
 - Single Vista 4 display
 - All lighting, HVAC, other cab controls, warnings through the Vista display
 - Full diagnostic capability for chassis and body
 - V-Mux switch panel at pump panel
 - Air horn
 - Left scene
 - Right scene
 - Rear scene
 - Front scene
 - Pump house heater (manual over ride to engage)
 - 2 additional switches
- Alternator rated at 125% of load
- Minimum 6 1,000 cca AGM batteries (negative studs out)
- All exposed electrical connections shall be sealed in Duetch or similar weather rated connectors
- Master battery disconnect switch located driver's seat area
- Power ports
 - 2 12 volt cigarette style accessory plugs mounted on dog house
 - 2-USB accessory ports mounted on the dog house
 - Radio Power
 - 1-50 Amp fused positive (master power) stud located on the compartment wall behind the driver with cover
 - 1-50 Amp fused negative stud located on the compartment wall behind the driver with cover
 - 1-20 Amp fused positive (ignition) stud located on the compartment wall behind the driver with cover
 - 12 volt power studs (15 amp) with covers mounted in both side cab compartments.
- 40 Amp battery charger with float capability with Kussmaul Auto Eject

Chassis:

- Galvanized frame rails, battery boxes, front bumper frame, mud flap brackets, air tank brackets.
 - Anything that is not galvanized shall be zinc painted then undercoat applied
- Cummins X15 565 HP
 - Viscous engine fan
 - Aux. engine compression brake with on/off, low/med/high controls in the Vista screen.
- Allison 4000 EVS transmission
 - Programming: 5th startup, 6th on mode
 - PTO at 1 o'clock position
- Max speed: 65 mph
- Hydraulic clutch fan
- Fluid check without tilting cab
- Fuel Tank
 - 65 gallon minimum
 - Line-x
 - 10' extra hose coiled top of tank
 - Accessible filters
 - Shut off valves either side of filter(s)
- Axles/Suspension:
 - 110% rated axles
 - Tandem rear end with locking inter-axle (switched from Vista display)
 - Air disc brakes, (S-Cam Drum allowed on rear if disc option is not available due to weight rating).
 - 45 degree (both sides) cramp angle
 - Hendrickson Fire Maax EX air ride suspension rear axles
 - Parabolic spring or independent front suspension on front axle
- Tires/Rims
 - Aluminum with bright trim covers
 - Goodyear or Michelin steer and M&S drive tires
 - Tire pressure monitoring system (monitored from the cab)
- Roll stability system
- Tow Hooks:
 - Frame mounted tow hooks front and rear of apparatus
- Exhaust:
 - Stainless exhaust system with Plymovent tip diffuser mounted right side forward of rear axle.
- Air System:
 - Park brake control located at driver's dash
 - Wabco System Saver 1200
 - Heated auto tank drains
 - Air supply color coded nylon with protectors where needed to protect from damage
 - Additional 1200 cu in tank provided, tanks to be marked: Wet, Primary, Secondary, Aux.
 - Air horns:
 - 2 chrome air horns provided, recessed into front bumper. Activated by steering wheel horn. Vista to include city/air horn switch to change which horn is activated.
 - Aux. air supply inlet plumbed to pump panel, shall be connected to air supply prior to the wet tank.
- Antennas:
 - 2 VHF antenna's installed and cabling routed to behind driver's seat.

Cab:

- Custom cab
 - 10-12" raised roof
- Tilt:
 - Powered cab tilt, control to be mounted on driver's side, location TBD at pre-construction meeting.

- Maximum 85 decibel noise limit
- Dash & Engine Tunnel
 - Severe duty interior
 - Aluminum or fiberglass dash, no plastic allowed
 - Provide removable panels for radio and accessory mounting in the dash, center of dog house. See electrical for other requirements.
- Grab handles:
 - A&B post mounted
 - Full width door mounted
 - Powder coated contrasting color such as yellow or red
 - 18" Aluminum exterior grab handles
- Industrial finish interior
 - Similar protection as Line-X without the Line-X rough texture for cleaning. Paint is not considered a replacement for this requirement.
 - Color to be gray
 - Applied to entire interior including doors
- Power heated bus mirrors
 - Right side forward
 - Left side on driver's door
 - Convex mounted in upper section of the mirror
- Seating:
 - Removable Durawear Plus seat covers
 - Air ride driver's seat
 - Bostrom 500 Series with 4 way air seat
 - Officer seat (no air pack bracket)
 - Bostrom 550 Tanker
 - Rear seats (air pack brackets)
 - 2 outward rear facing (air pack bracket)
 - 2 outer forward facing seats next to EMS compartment
 - Bostrom 550 Tanker
- Center console
 - Vista display (driver)
 - Radio mounting provisions
 - AM/FM Radio
 - Power ports
 - 4 12 volt cigarette style accessory plugs mounted on center console
 - 2-USB accessory ports mounted on the center console
 - Radio Power
 - 1-100 Amp fused positive (master power) stud located in the center console
 - 1-100 Amp fused negative stud located in the center console
 - 1-20 Amp fused positive (ignition) stud located in the center console
 - 2 large cup holders
 - Storage compartment for misc. items
- EMS storage compartment
 - 36" wide, 20" deep, full height compartment on back wall
 - Roll up Amdoor or ROM
 - 3 adjustable shelves
 - 12 volt power studs and 120 volt power strip powered from shoreline mounted in upper back wall
 - LED strip lighting (protected, TecNiq)

- Flooring:
 - Black industrial grade flooring, all edges shall be sealed. Flooring shall be capable of being washed with a garden hose.
- Lighting:
 - All FMCSA lighting to be LED
 - LED headlights
 - LED red/white 4" round cab interior light (Whelen)
 - LED cab interior step lights
 - LED strip lights in compartments (protected, TecNiq)
 - LED under body lights (TecNiq)
 - 4 lights (1 under each door)
 - Activate on park or open door
 - LED emergency lights (Whelen)
 - M series with Freedom bar
 - LED Pioneer Plus body cab scene lights (12 volt)
 - 2 dual units on front of cab
 - 1 dual unit on each side of the cab
- NFPA audible warning
 - Whelen 295SLSA1 with 100 watt speaker mounted in front bumper, chrome cover
- FRC 360 camera system
- HVAC
 - Minimum 30,000 BTU defrosting system to include climate control (AC)
 - Minimum of 6 vents across the windshield
 - Minimum of 80,000 BTU cab heater
 - Floor heat for driver and officer seats
 - 3 adjustable louvers for the driver's and 3 adjustable louvers for the officer's positions
 - 5 adjustable louvers for the rear seating area
 - Minimum of 90,000 BTU AC system with roof mounted condenser
 - Seasonal shut off valves shall be marked.
 - AC condenser to be painted job color.

Pump:

- 2,000 GPM Waterous CSU single stage pump
 - Mechanical seal
- Trident air primers
 - Main pump
 - Right side MIV
- Mix of manual pull, manual crank and electric valves (Elkhart)
- Waterous OPM manger with audible alarm
- Anodes on both intake and discharge
- Intakes:
 - 6" officer's side (electric MIV)
 - 6" driver's side (manual MIV)
 - 2.5" aux. intake located on driver's side
 - 4" tank to pump (Elkhart manual gear or electric)
- Discharges:
 - Speedlays:
 - 2-1.75" speed lay with removable tray (250' of 1.75" hose)
 - Black vinyl cover provided

- Crosslays:
 - 2-1.75" cross lays (250' of 1.75" hose)
 - 1-2.5" cross lay (250' of 2.5" hose)
 - Flip up aluminum hose bed cover
 - Either 2 piece design or single with a switch to prevent aerial from crushing the cover.
- Rear discharges:
 - 1-2.5" discharge, located in rear ladder storage area
 - Slide out tray with intermittent locks capable of holding 300' 2.5" hose
- Officer's side:
 - 1-4" with storz (Elkhart electric valve)
 - Cap shall be provided
 - 1-2.5" (manual valve, ¼" turn or push/pull)
 - Chrome cap shall be provided, NST thread.
- Driver's side:
 - 2-2.5" (manual valve, ¼ turn or push/pull)
 - Chrome caps shall be provided, NST thread.
- Booster reel:
 - Top of pump panel, officer's side
 - 150' 1" hose and nozzle
 - Electric re-wind reel
 - 45 degree mounting plate for the nozzle to be mounted on so the nozzle while stowed can be used for gross decon
- Aerial Waterway:
 - 4" aerial waterway feed (Elkhart electric valve)
- Tank Fill:
 - 2" (manual valve)
- Threads:
 - All 1.75" and 2.5" threads shall be NST thread
- Pressure Control:
 - FRC In-control 400 pressure governor
 - Waterous discharge relief valve system
 - Ability to isolate each (cover). Purpose is to allow either system to be used for teaching without the other being visually present.
- FRC TFC 100 Class A foam system
 - Power re-fill system
 - Plumbed to following lines:
 - Crosslays
 - Speed lays
 - Rear discharge
- Pump panels:
 - Black Line-X or similar product
 - Service access:
 - 50% hinged access doors on both sides upper and lower both sides
- Lighting:
 - LED strip lights for pump panels
 - Activate on park
- Pressure Gauges:
 - 0-300 psi gauges (freeze rated)

- Tank Gauges
 - FRC Tank Vision water and foam gauges at pump panel
 - Strip-Lite™ Plus XL Surface Mount Super-LED® Series
 - Cab on each side
 - Rear of apparatus body
- Pump house heater/heat pan:
 - Minimum 30,000 BTU
 - Controlled by multiplex system and automatically turn on at 35 degrees.
 - Seasonal shut off valves shall be marked.
 - Pump house heat pan shall be provided, aluminum construction with slide out bottom tray(s). Shall require no tools to remove.
- Drains:
 - ¼ turn drain valves supplied

Tank:

- Tank supports shall be aluminum or galvanized steel
- 500 gallon poly tank
 - See foam system for foam cell size

Body:

- Heavy Duty Aluminum extruded body
 - Undercoat body prior to mounting
 - Angled rear body corners
- Front bumper extension:
 - 6” minimum front bumper with gravel shield
 - Stainless bumper with chrome covering
 - Cut outs for air horns and siren
- Compartments:
 - Left Side:
 - L1 (over front jacks):
 - Approx. 25” high, 12” wide, 12” deep
 - Vertical hinged door
 - L2 (forward rear axles):
 - Approx. 30” wide, 60” tall, 24” deep
 - Roll up door
 - Adjustable shelving:
 - 3-24” deep adjustable shelves
 - L3 (over wheel wells):
 - Approx. 70” wide, 24” tall, 24” deep
 - Roll up door
 - 1 full width, full depth adjustable shelf
 - L4 (over wheel wells):
 - Approx. 40” wide, 24” tall, 24” deep
 - Top hinged door
 - 1 full depth adjustable shelf
 - L5 (behind rear axle):
 - Approx. 30” wide, 60” tall, 24” deep
 - Dual vertical hinged doors
 - 3 full depth adjustable shelves
 - L6” (over rear jacks)
 - Approx. 24” wide, 24” tall, 24” deep
 - Top hinged door
 -

- Right Side:
 - R1 (over front jacks):
 - Approx. 25” high, 12” wide, 12” deep
 - Vertical hinged door
 - R2 (forward rear axles):
 - Approx. 30” wide, 60” tall, 24” deep
 - Roll up door
 - Adjustable shelving:
 - 1 full height, full depth slide out tool board (adjustable)
 - L shaped approx. 24” wide and 24” deep
 - Aluminum pegboard construction
 - 1 to be provided in the upper section of the pull out tool board, shelf shipped loose.
 - R3 (over wheel wells):
 - Approx. 70” wide, 24” deep
 - Roll up door
 - Swing out tool board
 - R4 (behind rear axle):
 - Approx. 30” wide, 30” tall, 24” deep
 - Dual hinged doors
 - 1 full depth adjustable shelf
 - R5 (behind rear out rigger):
 - Approx. 20” wide, 30” tall, 24” deep
 - Top hinged door
- Ladder storage compartment (on beam):
 - Roll up door
 - 1-35’ 3 section ladder
 - 1-28’ 2 section ladder
 - 1-24’ 2 section ladder
 - 1-16’ roof ladder
 - 1-14’ roof ladder
 - 1-10’ attic ladder
 - Assortment of pike poles
 - Slide out hose tray:
 - Capacity for 300’ 2.5” hose
 - Increment locks
- Hose bed:
 - Side stacker with storage for minimum of
 - 600’ of LDH
 - Divider with storage for 2 6” 12’ long hard suction hose
- Ladder Turn Table Access:
 - Pull out aerial ladder access ladder mounted on left side angled section of the rear body
- Pump Operators Platform:
 - All aluminum construction pump operators platform
- Shelving & Compartment Floors
 - Rated for 500 lb. minimum
 - Black Turtle Tile on all floors and shelves
- Roll up doors
 - Amdor ROM with satin finish
 - All doors shall be locking and keyed alike.

- Lighting:
 - All FMCSA lighting to be LED
 - Body rear stop/turn, directional and reverse to be Whelen
 - LED strip lights in compartments and hose bed (protected, TecNiq)
 - LED under body lights (TecNiq or Whelen)
 - 8 lights (2 under front bumper, 2 under rear bumper, 2 on each side of body locations TBD)
 - Activate on park
 - LED emergency lights (Whelen)
 - LED Pioneer Plus body mounted scene lights (12 volt)
 - 2 dual units on each side of the body
 - 2 single units on the rear of the body
 - Step lighting:
 - All step lighting shall be LED
- Wheel Chocks:
 - 2 Zico folding wheel chocks shall be provided, mounted forward of rear axle under L1 compartment.
 - 2 additional Zico folding wheel chocks shall be provided, mounted forward of rear axle under R1 compartment.

Aerial: AERIAL SHALL MEET LATEST EDITION OF NFPA 1901.

- Aerial:
 - 100' 4 section rear mount
 - 750 lb. tip load minimum
 - Tip load to be in all positions (no exception)
 - Galvanized coating (aerial/torque/box stabilizers)
 -
 - High wear rung covers
 - 2 folding steps (upper end fly section)
 - Rope rescue eyelets (500 lb. rated)
- Pedestal
 - Lid with gas shocks or positive lock in open position
 - Multiplexed control screen providing:
 - Aerial Height
 - Aerial Reach
 - Extension Remaining
 - Rungs Aligned Indicator
 - Operational Envelope Indicators
 - Emergency Stop Indicator
 - Aerial Load Gauge
 - Outrigger Short Set Indicator
 - Auto Bedding Indicator
 - Tip Lights Switch
 - Tracking Light Switch
 - Flow and Pressure
 - Side to Side Leveling
 - Aerial Hour Meter
 - Outrigger Extension
 - Aerial Operations Pie Chart
 - Red, Orange, Yellow or Green for how far out each outrigger is extended
 - Aerial Load chart to display operational capabilities of the aerial wet & dry
 - Handrails on turn table (Line-X) with Mansaver bar (yellow)

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- Outriggers:
 - 4 H style
 - Forward outriggers mounted behind cab, extra penetrating
 - Galvanized outriggers & torque box
 - Controls:
 - Fixed outrigger controls rear of body
 - Pendant controls (wireless or tethered)
- Lighting:
 - 2 Whelen Micro Pioneers mounted at tip (back a minimum of 18” from the tip)
 - 2 Whelen Micro Pioneers mounted at base (exterior base section)
 - LED aerial lighting to include LED rung lighting entire length of aerial
- Waterway:
 - 1250 GPM waterway
 - Akron, TFT or Elkhart gun
 - Stacked tips and fog nozzle provided
 - 4” rear aerial inlet with cap
 - Manual retract
- Envelope Controls:
 - Ability to operate on short jack side of the truck
- Collision Avoidance system:
- Remote pendant operations
 - Outriggers
 - Aerial
 - Waterway
 - Lighting
- Sign Boards:
 - Sign boards shall be provided on each side of the aerial.
- Camera:
 - Color camera system provided with the camera mounted on the tip and screen located at the pedestal.

Misc. Items:

- Loose equipment to be supplied:
 - Ladders:
 - 1-35’ 3 section ladder
 - 1-28’ 2 section ladder
 - 1-24’ 2 section ladder
 - 1-16’ roof ladder
 - 1-14’ roof ladder
 - 1-10’ attic ladder
- Programming:
 - Reverse:
 - Emergency lights
 - Rear body mounted Whelen pioneer lights
 - Ground
 - Park:
 - Ground lights
 - Pump panel
 - Turn Signal:
 - Ground lights on selected side
- Electronic parts manual

- Labeling:
 - Model& Serial #'s of following:
 - Chassis, Engine, transmission, pump, tank, axles
 - PM Part #'s, fluid quantities & types of the following:
 - Engine, transmission, pump, brakes, belts, air dryer
 - Above items can be stored in the Vista display
- 24 hour factory technical support
- Ability for in-house warranty repair
- Warranty Repair:
 - Dealership within 150 mile radius
 - Road service capability
 - Certified Master EVT techs
- Warranties:
 - Full Coverage:
 - 3 year full bumper to bumper warranty
 - Powertrain:
 - 5 year Cummins Engine warranty including emission system components
 - 5 year Allison Transmission warranty
 - Electrical:
 - 4 year V-Mux
 - Structural:
 - 20 year body structural
 - 10 year cab structural
 - 25 year aerial structural
 - Lifetime frame rails
 - Pump/Tank/Plumbing:
 - Lifetime tank
 - 10 year plumbing
 - 5 year full parts and labor pump
 - Paint/Graphics:
 - 10 year non pro-rated paint
 - 3 year graphics
- Mounting Allowance:
 - \$20,000 allowance
- Training:
 - EVT:
 - Factory EVT training for NHFA mechanic
 - Training cost to include costs for: course(s), hotel, flights, transportation, meals.
 - Apparatus Familiarization:
 - Factory or dealer to provide 2 apparatus familiarization sessions for NHFA staff and operators.

Items Priced As Options:

- Additional Costs:
 - Fire Comm wireless headset system:
 - Driver, officer and 2 rear facing seats shall have a Fire Comm wireless headset with hook and charging wire at each seating position. System will be tied to the mobile radio (TBD). \$ _____
 - Occupant crash protection system with seat pre-tension system (side curtain and front impact) \$ _____
 - Cummins Extended Warranty:
 - 8 year full coverage \$ _____
 - 10 year major components \$ _____
- Credits:
 - Eliminating the hose reel \$ _____
 - Eliminating the foam system and components \$ _____
 - Manufacture advertising on the truck. Samples of manufacture proposal to be submitted. \$ _____
 - Manufacturer to use the vehicle for demo for up to 3 months prior to delivery. Warranties will not start till vehicle is delivered. \$ _____