New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

William Cass, P.E.
Assistant Commissioner

May 1, 2015

Re: Contract for Aerial Lift Inspection / Repair Solicitation

Gentlemen:

The New Hampshire Department of Transportation, Bureau of Mechanical Services is soliciting bids for a two (2) year safety inspection and repair contract for the Department's Aerial lift trucks. The service contract will commence upon Governor and Council approval until June 30, 2017.

The pertinent information for bidding is attached. The "Invitation to Bid" is the advertisement that appeared in the Union Leader. The "Bid Invitation For" contains Exhibit A, the Scope of Services, describes the work and Exhibit B the form to be used for submitting your bid offer.

The successful bidder will be required to provide a completed P-37 a certificate of Liability Insurance with the required wording in the section, description of operations, a Certificate of Existence, and Certificate of Vote will be required by the successful bidder.

If more information is required, please contact me at 271-3721.

Sincerely,
Michael P. Walsh II
Michael P. Walsh II
Assistant Administrator

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483
TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

#RFB DOT 15 04 FOR CONTRACT FOR: AERIAL LIFT INSPECTION, REPAIRS & SCHEDULED SERVICE
BID TERMS AND CONDITIONS

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

TERMS OF SUBMISSION:
All material received in response to this bid shall become the property of State and will not be returned to the Vendor. Regardless of the Vendors selected, State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded. Complete bids shall be filled out on original bid format. Vendors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

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

BID INQUIRIES:
All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to **Michael P. Walsh II**, Assistant Administrator, NH DOT Mechanical Services at mwalsh2@dot.state.nh.us.

All requests shall be submitted five business days prior to bid opening date. Vendor shall include complete contact information including the vendor's name, telephone number and fax number and e-mail address.

BID DUE DATE:
Sealed bids shall be received and deposited in the bid box at the 33 Smokey Bear Boulevard, Concord office of The Bureau of Mechanical Services prior to **1:30 pm, prevailing time on 5/18/2015** , at which time they will be opened. It shall be the bidders' responsibility to ensure the bid is deposited as specified. Bids delivered to the bureau by alternative means are submitted at the sole risk of the bidder. The Department will not accept responsibility for any reason if the bids are not deposited in the bid box by the specified time and date. Bids received after the time stated for opening bids will not be opened or considered.

- The State is under no obligation to make an award based upon this solicitation; the State, in its discretion, may reject any or all of the submitted bids."
- All offers shall remain valid for a period of sixty (60) days from the bid due date. A vendor's disclosure or distribution of Bids other than to NH DOT – Bureau of mechanical Services may be grounds for disqualification.

CERTIFICATE OF INSURANCE:
Vendors awarded a contract(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 $250,000.00 per claim and $2,000,000.00 per incident or $1,000,000.00 per occurrence and $1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

Prior to performing any services for the State, vendors awarded a contract shall be required to:

- Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation, in accordance with Section 15 of the P-37 contract.
- Provide certificate of insurance with the minimum limits required as described above

CONTRACT(S) TERMS AND CONDITIONS:
The vendor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor
The form contract(s) P-37 attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer, a sample of the P-37 document is attached for bidders review

Contractor's Initials: _____

Date: _____

IF AWARDED A CONTRACT, The Vendor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name
Section 1.4 Contractor(s) Address
Section 1.11 Contractor(s) Signature
Section 1.12 Name & Title of Contractor(s) Signor
Section 1.13 Acknowledgements
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 above.
- 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.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, 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 will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor 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 Vendor.

VENDOR(S) OPPORTUNITY:

Vendor(s) may also make site visits to any location they chose to bid on if applicable. Vendor(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites knowledge of conditions affecting delivery performance. The act of submitting a bid is to be considered in full acknowledgment that the Vendor(s) is familiar with the conditions and requirements of these specifications.

Contractor's Initials: _____

Date: _____

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Vendor **SHALL** has a completed Vendor Application and Alternate W-9 Form which **SHALL** be 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): http://admin.state.nh.us/purchasing/Contractor.asp

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: A bid award, in the form of a contract(s), will **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: http://www.sos.nh.gov/corporate.

- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, by the using agency, the Vendor will 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.

VENDOR'S RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.} and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page. This request for Bid and any addenda to this bid invitations are advertised / posted at the following web site: http://admin.state.nh.us/purchasing/index2.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 update 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 are overlooked.

- It is the prospective bidder's responsibility to forward a signed copy of any associated addenda to the Bureau of Mechanical Services along with their bid response.

OBLIGATIONS & LIABILITY OF THE VENDOR:

The Vendor shall do 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. 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 and equipment to be done and 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) and also in accordance with contract(s) drawings.

The Vendor shall take all responsibility for the work under this contract(s); 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 during the performance of this service will be repaired at their own expense.

Contractor's Initials: _____

Date: _____

BID INVITATION FOR A CONTRACT FOR:

#RFB DOT 15 04 FOR CONTRACT FOR: ARIAL LIFT INSPECTION, REPAIRS & SCHEDULED SERVICE

INSTRUCTIONS TO BIDDER:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Bidder Contact Information" section.

BID SUBMITTAL

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified.

Specifications and bid forms may be obtained from Mechanical Services at the address below **or** at the following website link. http://www.admin.state.nh.us/purchasing/bids_posteddte.asp?sort=PostedDate%20DESC

Bids shall be placed in two envelopes, with the inner envelope sealed and plainly marked "***Bid for ARIAL LIFT INSPECTION & REPAIR" RFB DOT 15 04 NH DOT -Mechanical Services",***
Addressed to:

NH – DOT Bureau of Mechanical Services,
PO Box 456, 33 Smokey Bear Boulevard
Concord, New Hampshire 03302-0456

Sealed bids shall be received and deposited in the bid box at the **33 Smokey Bear Boulevard, Concord office of The Bureau of Mechanical Services prior to 1:30 PM EST, prevailing time on May 18, 2015**, at which time they will be opened. It shall be the bidder's responsibility to ensure the bid is deposited as specified. Bids delivered to the Bureau of Mechanical Services by alternative means, FAX, MAIL ETC... are submitted at the sole risk of the bidder. The Department will not accept responsibility for any reason if the bid is not deposited in the bid box by the specific time and date. Bids received after the time for opening bids will not be considered.

PURPOSE:

The purpose of this bid invitation is to establish a contract for supplying the State of New Hampshire Department of Transportation, Bureau of Mechanical Services with the service(s) indicated in the "Offer" section of this bid invitation to be requested as needed during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract.

CONTRACT TERM:

Any resulting contract (s) for service shall commence upon approval by Governor and Council for a term of approximately 2 years beginning approximately July 1, 2015 through June 30, 2017, whichever is later

TERMINATION:

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

REQUEST FOR CHANGES AND/OR CLARIFICATION:

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Bidder's name and address and the name of the person submitting the question. Any requested changes to this bid invitation by the bidder must be received in writing at the Bureau of Mechanical Services no later than 3:30 PM on the (5th) fifth business day **prior** to the date of the bid opening. Questions must be submitted by E-mail to Michael Walsh at the following address: mwalsh2@dot.state.nh.us

SITE VISITATION

Prior to bidding, it is each bidder's responsibility to become thoroughly familiar with the intended service, to determine everything necessary to accomplish the service. Contact **Michael Walsh at 603-271-3721** to make an appointment to view the aerial lifts. Failure of the bidder to make a site visit does not relieve the bidder of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

Contractor's Initials: _____

Date: _____

ADDENDUM:
In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the Bureau of Mechanical Services will post on the states web site any Addenda. Before your submission, always check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is www.admin.state.nh.us/purchasing/bids.

BID PRICES:
Bid prices must be in US dollars and must include all costs required by this bid invitation. Bid prices should result in prices that are no higher than those charged to the bidder's best/preferred customer. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time.

BID AWARD:
The award of the bid will be based upon **THE TOTAL LOW BID MEETING ALL SPECIFICATIONS** from the listing of the items indicated in the "Exhibit B" of this bid invitation. Successful bidder will not be allowed to require any other type of order, nor will the successful bidder be allowed to require the filling out or signing of any other document by State of New Hampshire personnel. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of an NH DOT Contract.

NOTIFICATION AND AWARD OF CONTRACT(S):
Bid results will not be given by telephone. For bidders wishing to attend the bid opening: Bid results will be made public after final approval of the contract(s).

BID OPENING:
Bidders wishing to attend the bid Opening: **Only the names of the Bidders submitting responses will be made public.**

BID RESULTS:
Bid results may also be viewed on our website at http://www.state.nh.us/purchasing/bid.asp.

ABILITY TO PROVIDE:
Successful bidder must be capable of providing the State of New Hampshire, Department of Transportation with their entire requirements of the repair services as required in this bid invitation and any resulting contract without any delay or substitution. **Bidder's location shall be within a 30-mile radius of the address shown below.**

Bureau of Mechanical Services, 33 Smokey Bear Boulevard Concord, New Hampshire 03302-0456

ESTIMATED CONTRACT VALUE:
The annual value of the contract is estimated to be **$45,000.00 per year**. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. The state reserves the right to add or remove aerial lifts to be inspected or repaired from the list indicated in Exhibit B, due to the possibility of units being added or removed from service during the contract period. Actual contract value will be dependent upon work required.

SPECIFICATION COMPLIANCE:
Bidder's offer must 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 and authorized at time of repair estimate approval, all parts & components offered by the bidder must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

BIDDER 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	Local Telephone Number	Toll Free Telephone Number
_____	_____	_____
Fax Number	E-mail Address	Company Website

Contractor's Initials: _____

Date: _____

EXHIBIT A

ARIAL LIFT INSPECTION –REPAIRS-SCHEDULED SERVICE

SCOPE OF SERVICES

PERFORMING SERVICES:
The Bidder will perform all services according to the requirements and specifications of this bid.

ANNUAL INSPECTION – COMPLIANCE STANDARDS
Annual inspections of the aerial lifts shall be in accordance with "OSHA" 1926 subpart CC & "ANSI" B30.22 & ANSI B30.5 or most recent revisions. All inspections shall take place at NH DOT 0 Bureau of mechanical Services, 33 Smokey Bear Blvd. Concord, NH

BIDDER QUALIFICATIONS:
Note: bidder must have qualified people to verify compliance with the provisions of the aerial lift inspection, per ASME B 30.5-2004 or latest revision.

ANNUAL INSPECTION PROCESS
Bidder shall provide the following under the annual ANSI / OSHA inspection segment:

Both Years of contract - 2016 & 2017

- Perform Annual ANSI / OSHA safety inspection for issuance of certificate (sample attached)
- Perform Manufacturers recommended inspection for optimum utilization and safety (sample attached)
- Replacement of all hydraulic filter(s), quantity /type to be determined by the make/model specified in Exhibit B
- Grease / lubricate all fittings

Year 2 of contract – 2017, in addition to all 2016 requirements

- Replace hydraulic fluid in all units. (Only in year 2 of contract [FY 2017]). Replacement hydraulic fluid product per manufacturers recommendation for region

ANNUAL SAFETY INSPECTION BY APPOINTMENT
The annual safety inspection shall take place according to Exhibit A, scope of services. Inspection times and dates shall be coordinated on a mutually agreed appointment schedule with the utilizing agency. The inspections shall be scheduled to allow the utilizing agency employees to wait at the location while the inspection is performed and return with the vehicle to their normal location the same day, during normal business hours.

Transportation of truck / Aerial lift to the **Bureau of mechanical Services** for inspection shall be the responsibility of the utilizing agency.

It is anticipated that the inspections shall occur over a two to six week period to avoid having multiple units being inspected. Bidder and utilizing agency may schedule as many inspections in a day as time and a thorough inspection process allows. Agency personnel shall report any known operational issues to the bidder upon arrival for inspection

ANNUAL SAFETY INSPECTION – RELEASE OF UNIT
If the aerial lift should not pass the annual safety inspection, the bidder shall document such to the utilizing agency employee waiting for the vehicle and have him sign a document (to be supplied by the bidder) identifying the specific functions of the crane that are tagged out of service (because they did not meet the ANSI / OSHA inspection criteria) until repairs are made to the referenced unit. At that point the utilizing agency personnel shall take the vehicle and may utilize any part of the vehicle not flagged for failure by the inspection report (i.e. transportation vehicle). The utilizing agency employees shall be permitted to view the inspection process (while maintaining necessary safety precautions).

ANNUAL SAFETY INSPECTION – STATUS / COMMUNICATION / TIME
Once the annual ANSI / OSHA safety inspection is complete, the Bureau of Mechanical Services will be provided a "repair estimate" Inspection compliance repairs or factory recommended services and the associated cost for parts and labor to perform the aforementioned work. A copy of the ANSI / OSHA inspection report along with a copy of the repair estimate shall be emailed to mechanical services for review. The bidder shall have up to **seven (7) business days** to submit the specified information from the date of inspection completion to the Bureau of Mechanical Services at the following Email: Bureau38@dot.state.nh.us , attention Tom Moore.

Contractor's Initials: _____

Date: _____

REPAIR ESTIMATE COMPONENTS:

Supplied estimates shall have the following documentation, at a minimum:

- Customer name & address.
- Mechanical Services Contact person, telephone ,fax and email
- Date of inspection, make, model and serial of unit inspected and State vehicle number ("H" number)
- Each job repair on the estimate is broken out to include parts and labor for each job and a priority code as stated below. Service Code:

  - Damaged - Required to pass ANSI inspection - Imminent Safety - "X"
  - Normal wear - Factory Recommended service "W"
  - Good condition – "G"
  - Requires repair – "O"
  - Not Applicable – "N/A"

REPAIR AUTHORIZATION:

Under this solicitation and resulting contract, all repair authorizations (Parts, labor or both) shall come from the Bureau of Mechanical Services. Utilizing agencies do not have the authority to approve work, add work, purchase parts or augment any repair estimate. Any work done or parts purchased without the written consent of the Bureau of Mechanical Services is prohibited and shall not be paid for.

REPAIR ESTIMATE APPROVAL PROCESS, LOCATION

- Upon review and approval of the submitted repair estimate by NH DOT Mechanical Services, the bidder shall order the necessary parts and materials. Once the parts arrive, the bidder shall contact the utilizing agency to schedule the repair work to include whether the aerial lift will be left for repair or it is the utilizing agency intension to wait while the repair is being completed.

- In the event that unforeseen additional work is found during repairs and service work, the bidder shall contact the Bureau of Mechanical Services prior to any additional spending and supply an estimate for the cost for the additional work. Upon review and approval of the submitted repair estimate, by NH DOT Mechanical Services, the bidder shall order the necessary parts and materials to do the approved repairs.

REPAIR TIME:

- General - The successful bidder shall be required to accomplish the intended service within the quoted time communicated on the submitted repair report. The number of hours or days the unit would be out of service at the bidders' location for safety inspection compliance repairs or Factory recommended service would be communicated on the "repair estimate and communicated verbally to the utilizing agency when scheduling the repair.
- All repair and scheduled maintenance work shall be performed at **the bidders' place of business.**

- SCHEDULING - Once the bidder notifies the utilizing agency that the parts are received , the utilizing agency and the bidder shall schedule a time for repair at mutual agreement to both parties

REPAIR PROCESS

- Upon completion of the inspection, required repairs and scheduled maintenance, the bidder shall notify the utilizing agency and the Bureau of Mechanical Services.

- The bidder shall provide an itemized invoice comprised of all parts / supplies stated in the "repair estimate" plus actual cost, (cost billed to the state) to complete authorized repairs. There may be times when the 'actual labor cost is less than the estimated labor cost.

- Transportation of truck / Aerial lift to the vendor's location for repair shall be the responsibility of the utilizing agency.

REPAIR – POST INSPECTION

After completion of all authorized work and before the utilizing agency employee leaves the bidder's location with the unit, a post repair inspection of all items authorized for repair or replacement under the repair estimate shall be inspected and / or tested by the technician who did the work and observed utilizing agency employee responsible for the vehicle. A printed list of repaired items shall be given to the utilizing agency employee prior to the post repair inspection. Once complete and the inspection is successful, all records shall be finalized and prepared for billing.

Contractor's Initials: _____

Date: _____

CORRECTING FAILURES -FOUND DURING POST REPAIR INSPECTION

Items repaired / replaced specified on the repair estimate that fail the post repair inspection shall be documented by the bidder & the utilizing agency employee. The utilizing agency employee shall leave the unit for up to an **additional two (2) business day's period.** The bidder has up to the same two (2) business days to correct all failures, re inspect the unit and turn it over to the utilizing agency.

WARRANTY REQUIREMENTS:

Successful bidder shall be required to warranty all of the parts or components repaired or installed for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

WORK HOURS

Contractor will observe official State holidays. All hours the contractor is required to work on a State holiday will be considered as Sunday or holiday work hours. The following State holidays will be observed:

NEW YEARS DAY	PRESIDENTS DAY
MARTIN LUTHER KING'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING
LABOR DAY	CHRISTMAS DAY

Contractor's Initials: _____

Date: _____

EXHIBIT B

AERIAL LIFT INSPECTION –REPAIRS-SCHEDULED SERVICE & COMPENSATION

REPAIR PARTS – PRICING & MARK UP

- Parts or materials required and utilized in the "annual inspection" segment of the contract shall be included in the safety inspection flat rate charge offered by the bidder for this service as identified in exhibit B.

- Parts and materials required and identified in the "repair estimate" to provide needed repairs, safety inspection compliance repairs or Factory recommended service shall be charged to the Agency Remit Account at the same invoice price charged by the bidder's supplier plus an adder not to exceed **25%.** A copy of the Bidders invoice(s) from the bidders supplier for purchased parts and materials shall be submitted with the contractors invoice for payment.

- Parts and materials that are undefined or unanticipated and **not** stated in the "repair estimate" to provide needed repairs, safety inspection compliance repairs or Factory recommended service shall be charged to the Agency Remit Account at the same invoice price charged by the bidder's supplier plus an adder not to exceed **25%** plus a written explanation as to the need for the added parts and /or materials. A copy of the Bidders invoice(s) from their parts supplier for such parts and materials shall be submitted with the bidders invoice for payment.

- Freight cost for **expedited freight** (previously quoted and approved by NH DOT – Mechanical Services) shall be billed at the same price the shipping bidder charged the bidder with no additional markup cost

- The state reserves the right to request verification of any transaction prior to payment

INVOICING:

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the license plate number of the vehicle ["H" number], part quantity, description, part number, date of service, labor, Contract labor rate and Total due. Invoices shall include copies of "part" support documentation as specified above

INVOICING – STATUS / COMMUNICATION / TIME

Once all work is complete and the aerial lift is accepted back to the State, A copy of the final invoice shall be emailed to Mechanical Services for review. The bidder shall have up to **five (5) business days** to submit the specified information from the date of final work completion to the Bureau of Mechanical Services at the following Email: Bureau38@dot.state.nh.us attention Tom Moore

ROAD SERVICE – RATES AND CHARGES

In the case of equipment failure or breakdown, Bidder shall indicate road service rates:

$ _____ / Mile

$ _____ / Hour

- These rates are fixed for the term of the contract **but not considered in the bid evaluation.**

- In the case where the equipment failure or breakdown is found to be from labor or parts provided by the bidder and is under bidders' warranty, no road service charges shall be charged.

NOTE: The state reserves the right to add or remove aerial lifts to be inspected or repaired from the list indicated in Exhibit B, due to the possibility of units being added or removed from service during the contract period

Contractor's Initials: _____

Date: _____

EXHIBIT B - OFFER SECTION:

Bidder hereby offers to furnish Aerial Lift Inspections, repairs and scheduled Service to the State of New Hampshire in accordance with all of the requirements of this bid invitation at the following prices for the entire contract.

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
TELSTA	2002	A-37P	1	H 1505	2760021	District 2 - Rumney Crew - Tony Albert Tel # 252-6298
TELSTA	2002	A-37P	1	H 1506	2760022	District 5 - Derry Crew - John Robinson Tel#235-8390

TOTAL UNITS - 2

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 14 Hrs = FY2016 total _____

FY2016

_____ $/hr. X 14Hrs. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Altec	2007	AT-200A	1	H-331	0407BU13298	Traffic - Sign Shop - Jamie Cotnoir Tel # 419 - 0358
Altec	2007	AT-200A	1	H-386	0407BU13345	Traffic - Sign Shop - Doug Hinton Tel # 419 - 0359

TOTAL UNITS - 2

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (*hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 14 Hrs = FY2016 total _____

FY2016

_____ $/hr. X 14 Hrs = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Elliott	2012	H55R-MHA	1	H-820	AY - 5244	Turnpikes / Traffic - Robert Hyslop Tel # 419-9306
Elliott	2012	H55R-MHA	1	H-1633	MX-5243	Traffic - Kevin O'connor Tel # 419-9306

TOTAL UNITS -2

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (*hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 14 Hrs = FY2016 total _____

FY2016

_____ $/hr. X 14 Hrs = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Contractor Initials: _____

Date: _____

EXHIBIT B - OFFER SECTION: CONTINUED

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Versalift	2012	SST37EIH-01	1	H - 341	DR120028	Traffic - Signal Shop - Doug Curtis tel # 419-0396

TOTAL UNITS -1

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + _____ = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 7 Hrs. = FY2016 total _____

FY2016

_____ $/hr. X 7Hrs. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Versalift	2003	SST - 37NE	1	H - 319	DU020028	Traffic - Signal Shop - Bob Foster tel # 419-0395
Versalift	2006	SST - 37NE	1	H - 387	DU060001	Traffic - Signal Shop - Cam White Tel # 419-0397
Versalift	2002	SST - 37NE	1	H - 1503	DU020026	District 6 - Newfields Crew - Ray Ellis Tel # 419-9950
Versalift	2003	SST - 37NE	1	H - 1504	DU020029	District 4 - Marlow Crew - Sampson Bodner Tel # 933-0684

TOTAL UNITS -4

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + _____ = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 28 HRS. = FY2016 total _____

FY2016

_____ $/hr. X 28 HRS. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Versalift	2003	TEL - 29	1	H - 308	AI020182	Traffic-Sign-Swaney Crew Mark Vaillancourt Tel # 419-0378
Versalift	2003	TEL - 29	1	H - 314	AI020183	Traffic-Sign-Concord Crew Jim Edmunds Tel # 419-0385
Versalift	2006	TEL - 29	1	H - 349	AI050070	Traffic-Sign-Concord Crew Paul Schofield Tel # 419-0384
Versalift	2003	TEL - 29	1	H - 354	AI020179	Traffic-Sign-Littleton Crew Russell Bell Tel # 419-0357

TOTAL UNITS -4

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + _____ = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 28 HRS. = FY2016 total _____

FY2016

_____ $/hr. X 28 HRS. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Contractor Initials: _____

Date: _____

EXHIBIT B - OFFER SECTION: CONTINUED

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Versalift	2008	TEL - 29NE	1	H - 1368	AI080091	Traffic - Signal Shop - Dave Nylen tel # 419-0610

TOTAL UNITS -1

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + _____ = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 7 Hrs. = FY2016 total _____

FY2016

_____ $/hr. X 7Hrs. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
MTI	2001	U3	1	H - 1489	2137010	Turnpikes / Traffic - Neal Heon Tel # 396-1275

TOTAL UNITS -1

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + _____ = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 7 Hrs. = FY2016 total _____

FY2016

_____ $/hr. X 7 Hrs. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Versalift	2002	VAN - 29	1	H - 1540	BW020001	Construction Crew Ken Morrison Tel # 419-0284

TOTAL UNITS -1

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + _____ = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 7 HRS. = FY2016 total _____

FY2016

_____ $/hr. X 7 HRS. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Versalift	2003	VAN - 29N	1	H - 1664	VT030005	Construction Crew Ken Thoroughgood Tel # 419-9567

TOTAL UNITS -1

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + _____ = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 7 HRS. = FY2016 total _____

FY2016

_____ $/hr. X 7 HRS. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Contractor Initials: _____

Date: _____

EXHIBIT B - OFFER SECTION: CONTINUED

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Versalift	2008	TEL - 29NE	1	H - 1368	AI080091	Traffic - Signal Shop - Dave Nylen tel # 419-0610

TOTAL UNITS -1

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + _____ = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 7 Hrs. = FY2016 total _____

FY2016

_____ $/hr. X 7Hrs. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
MTI	2001	U3	1	H - 1489	2137010	Turnpikes / Traffic - Neal Heon Tel # 396-1275

TOTAL UNITS -1

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + _____ = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 7 Hrs. = FY2016 total _____

FY2016

_____ $/hr. X 7 Hrs. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Versalift	2002	VAN - 29	1	H - 1540	BW020001	Construction Crew Ken Morrison Tel # 419-0284

TOTAL UNITS -1

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + _____ = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 7 Hrs. = FY2016 total _____

FY2016

_____ $/hr. X 7 Hrs. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Versalift	2008	VAN - 29NE	1	H - 1670	BW080007	Construction Crew Todd Courser Tel # 419-9549

TOTAL UNITS -1

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + _____ = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 7 Hrs. = FY2016 total _____

FY2016

_____ $/hr. X 7 Hrs. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

Contractor Initials: _____

Date: _____

EXHIBIT B - OFFER SECTION: CONTINUED

INVENTORY, INSPECTION COSTS AND HOURLY RATES:

Make	Year	Model	# of Units	TRUCK "H" #	Serial Number	Garage Location and Contact
Versalift	2007	VST - 50001-01	1	H - 1628	GG070017	Traffic Sign Portsmouth Gene Popien Tel # 396-4644

TOTAL UNITS -1

Annual Safety Inspection (Flat Rate Charge)

_____ + _____ + = 2 YR TOTAL _____

FY2016 Fy2017

Labor Per Hour For Repairs And Scheduled (* hours are estimated for bid basis only, actual hours will be invoiced)

_____ $/hr. X 7 Hrs. = FY2016 total _____

FY2016

_____ $/hr. X 7 Hrs. = FY2017 total _____

Fy2017

2 YEAR TOTAL INCLUDING LABOR & INSPECTION SUBSECTION TOTAL $ _____

2 YEAR TOTAL OF ALL SUBSECTION TOTALS ABOVE TOTAL $ _____

Contractor Initials: _____

Date: _____

EXHIBIT C

ARIAL LIFT INSPECTION –REPAIRS-SCHEDULED SERVICE

SPECIAL PROVISIONS

There are no special provisions for this contract

Contractor's Initials: _____

Date: _____

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

		1.1 State Agency Address	
1.2 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number 015-096-3005-020-0235	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	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On:			
1.18 Approval by the Governor and Executive Council By: On:			

SAMPLE DOCUMENT

Contractor Initials _____
Date_____

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

SAMPLE DOCUMENT

Contractor Initials _____
Date_____

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

SAMPLE DOCUMENT

Contractor Initials _____
Date_____

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

SAMPLE DOCUMENT

Contractor Initials _____
Date_____

Service Codes	
G	- Good
W	- Worn but
O	- Repairs
X	- Imminent Safety
N/A	- Not applicable

Telescopic Lift Inspection

Customer: _____

City _____

Zip Code _____

Contact Person _____

Phone No. _____

P.O. No. _____

Fax No. _____

Payment Type _____

Date _____

Job No. _____

Model No. _____

Serial No. _____

Vehicle No _____

Mileage _____

VIN _____

License Plate _____

Hour Reading _____

1 ____ Lift mounting bolts & hardware _____

2 ____ Torsion bar / suspension _____

3 ____ Outrigger interlock system functions / adjusted _____

4 ____ Outriggers _____

5 ____ Outriggers valve & hoses _____

6 ____ Hydraulic pump _____

7 ____ PTO _____

8 ____ Hoses from pump to unit _____

9 ____ Clutch – pulley – belt _____

10 ____ Telescope boom – fiberglass - steel - aluminum _____

11 ____ Control cords in cat track _____

12 ____ Telescope cylinder _____

13 ____ Telescope cylinder lock valve _____

14 ____ Telescope cylinder mounting bolts; top & bottom _____

15 ____ Telescope cylinder hoses _____

16 ____ Teflon bearings _____

17 ____ Roof boot – skirt _____

18 ____ Hinge pin & bearings _____

19 ____ Lower boom – fiberglass or steel _____

20 ____ Lower cylinder _____

21 ____ Lower cylinder lock valve _____

Sample: Not to supersede ANSI/OSHA/MFG Recommendations

22 _____ Lower cylinder pins – bushings, lock pins, rod ends _____

23 _____ Lower cylinder hoses _____

24 _____ Mast bearings & snap ring _____

25 _____ Mast wires-- hoses – tubes _____

26 _____ Basket override system _____

27 _____ Lower controls _____

28 _____ Hydraulic oil – tank – filter _____

29 _____ Hydraulic pressure and volume _____

30 _____ Hour meter _____

31 _____ Welds at mast _____

32 _____ Rotation relief _____

33 _____ Rotation limit switch & actuator _____

34 _____ Hydraulic swivel _____

35 _____ Collector ring _____

36 _____ Rotation gearbox – shaft – sprocket & mounting _____

37 _____ Rotation – wheels – springs – adjusters _____

38 _____ Mast coupler & bolts _____

39 _____ Rotation motor – gear – chain – cross over relief _____

40 _____ Upper – lower boom rest – tie down strap _____

41 _____ Leveling cylinder at turret _____

42 _____ Beacons – strobes – warning lights _____

43 _____ Back Up Alarm _____

44 _____ Chock block holders _____

45 _____ Generator – batteries – wires _____

46 _____ Inverter – batteries – outlet test/reset _____

47 _____ Basket controls & functions _____

48 _____ Basket – wires - hoses – tubes _____

49 _____ Basket decals _____

50 _____ Start /stop switch _____

51 _____ Emergency let down / pump _____

52 _____ Basket stow / un-stow _____

53 _____ Basket leveling shock, cylinder, pins, bushings and mount _____

54 _____ Basket shaft - housing - snap ring _____

55 _____ Basket lock & sector _____

56 _____ Basket condition _____

57 _____ Basket door - hinges, latch, chain _____

58 _____ Two speed throttle _____

59 _____ Basket cover - tent & accessories _____

Sample: Not to supersede ANSI/OSHA/MFG Recommendations

60 _____ GFI & electric outlets - basket, base, body _____

61 _____ Emergency shut off valve _____

62 _____ Hydraulic tool fittings _____

63 _____ Pony motor operation _____

64 _____ Pony motor mounts _____

65 _____ Pony motor exhaust _____

66 _____ Pony motor belts – lovejoy coupler _____

67 _____ Pony motor battery _____

68 _____ Pony motor oil / filter _____

69 _____ Pony motor hydraulic hoses _____

70 _____ Pony motor fuel line – Chassis tank to motor _____

71 _____ Operator's & Service manuals _____

_____

_____

Utility Body

_____ Examine body mounting _____

_____ Examine body for damage _____

_____ Pintle hook & chain eyes _____

General Housekeeping

_____ Before Service _____

_____ After Service _____

_____ Unit Passed or Failed ANSI inspection _____

Inspector's signature _____ Date _____

Repaired by _____ Date _____

Sample: Not to supersede ANSI/osha/MFG Recommendations

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION - BUREAU OF MECHANICAL SERVICES

BID RFB_DOT_13_3 AERIAL LIFT INSPECTION, REPAIRS & SCHEDULED MAINTENANCE

BID DUE DATE 6/26/2013 TIME 1:30 PM

VENDOR	NORTH AMERICAN EQUIPMENT UPFITTERS					CUES				
AERIAL LIFT	ALTEC AT200A		QUANTITY / UNITS		TOTAL	ALTEC AT200A		QUANTITY / UNITS		TOTAL
2014 INSPECTION / EA.	70.00	X	2	=	$140.00	86.70	X	2	=	$173.40
2015 INSPECTION / EA.	70.00	X	2	=	$140.00	264.33	X	2	=	$528.66
2014 LABOR RATE / HR	70.00	X	5	=	$350.00	80.00	X	5	=	$400.00
2015 LABOR RATE / HR	70.00	X	5	=	$350.00	80.00	X	5	=	$400.00
	ALTEC AT2004 2014 / 2015 TOTAL				$980.00	ALTEC AT2004 2014 / 2015 TOTAL				$1,502.06
AERIAL LIFT	TELSTA A37-EM, P		QUANTITY / UNITS		TOTAL	TELSTA A37-EM, P		QUANTITY / UNITS		TOTAL
2014 INSPECTION / EA.	70.00	X	2	=	$140.00	$86.70	X	2	=	$173.40
2015 INSPECTION / EA.	70.00	X	2	=	$140.00	$370.90	X	2	=	$741.80
2014 LABOR RATE / HR	70.00	X	28	=	$1,960.00	$80.00	X	28	=	$2,240.00
2015 LABOR RATE / HR	70.00	X	28	=	$1,960.00	$80.00	X	28	=	$2,240.00
	TELSTA A37 - EM,P 2014 / 2015 TOTAL				$4,200.00	TELSTA A37 - EM,P 2014 / 2015 TOTAL				$5,395.20
AERIAL LIFT	VERSALIFT SST-39-NE		QUANTITY / UNITS		TOTAL	VERSALIFT SST-39-NE		QUANTITY / UNITS		TOTAL
2014 INSPECTION / EA.	70.00	X	5	=	$350.00	$122.25	X	5	=	$611.25
2015 INSPECTION / EA.	70.00	X	5	=	$350.00	$406.45	X	5	=	$2,032.25
2014 LABOR RATE / HR	70.00	X	27	=	$1,890.00	$80.00	X	27	=	$2,160.00
2015 LABOR RATE / HR	70.00	X	27	=	$1,890.00	$80.00	X	27	=	$2,160.00
	VERSALIFT SST-39-NE 2014 / 2015 TOTAL				$4,480.00	VERSALIFT SST-39-NE 2014 / 2015 TOTAL				$6,963.50
AERIAL LIFT	VERSALIFT TEL-29-NE		QUANTITY / UNITS		TOTAL	VERSALIFT TEL-29-NE		QUANTITY / UNITS		TOTAL
2014 INSPECTION / EA.	70.00	X	4	=	$280.00	$86.70	X	4	=	$346.80
2015 INSPECTION / EA.	70.00	X	4	=	$280.00	$246.56	X	4	=	$986.24
2014 LABOR RATE / HR	70.00	X	13	=	$910.00	$80.00	X	13	=	$1,040.00
2015 LABOR RATE / HR	70.00	X	13	=	$910.00	$80.00	X	13	=	$1,040.00
	VERSALIFT TEL-29-NE 2014 / 2015 TOTAL				$2,380.00	VERSALIFT TEL-29-NE 2014 / 2015 TOTAL				$3,413.04
AERIAL LIFT	VERSALIFT VANTEL - 29-N		QUANTITY / UNITS		TOTAL	VERSALIFT VANTEL - 29-N		QUANTITY / UNITS		TOTAL
2014 INSPECTION / EA.	70.00	X	3	=	$210.00	86.70	X	3	=	$260.10
2015 INSPECTION / EA.	70.00	X	3	=	$210.00	246.56	X	3	=	$739.68

PREVIOUS BID TABULATION

2014 LABOR RATE / HR	70.00	X	14	=	$980.00	80.00	X	14	=	$1,120.00
2015 LABOR RATE / HR	70.00	X	14	=	$980.00	80.00	X	14	=	$1,120.00
	VERSALIFT VANTEL-29-N 2014 / 2015 TOTAL				$2,380.00	VERSALIFT VANTEL-29-N 2014 / 2015 TOTAL				$3,239.78

VENDOR	NORTH AMERICAN EQUIPMENT UPFITTERS					CUES				
AERIAL LIFT	VERSALIFT VST - 3600		QUANTITY / UNITS		TOTAL	VERSALIFT VST - 3600		QUANTITY / UNITS		TOTAL
2014 INSPECTION / EA.	70.00	X	1	=	$70.00	86.70	X	1	=	$86.70
2015 INSPECTION / EA.	70.00	X	1	=	$70.00	530.76	X	1	=	$530.76
2014 LABOR RATE / HR	70.00	X	20	=	$1,400.00	80.00	X	20	=	$1,600.00
2015 LABOR RATE / HR	70.00	X	20	=	$1,400.00	80.00	X	20	=	$1,600.00
	VERSALIFT VST-3600 2014 / 2015 TOTAL				$2,940.00	VERSALIFT VST-3600 2014 / 2015 TOTAL				$3,817.46
AERIAL LIFT	VST - 5000101		QUANTITY / UNITS		TOTAL	VST - 5000101		QUANTITY / UNITS		TOTAL
2014 INSPECTION / EA.	70.00	X	1	=	$70.00	$100.43	X	1	=	$100.43
2015 INSPECTION / EA.	70.00	X	1	=	$70.00	$544.49	X	1	=	$544.49
2014 LABOR RATE / HR	70.00	X	3	=	$210.00	$80.00	X	3	=	$240.00
2015 LABOR RATE / HR	70.00	X	3	=	$210.00	$80.00	X	3	=	$240.00
	VST - 5000101, 2014 / 2015 TOTAL				$560.00	VST - 5000101, 2014 / 2015 TOTAL				$1,124.92
AERIAL LIFT	ELLIOTT H55R-D		QUANTITY / UNITS		TOTAL	ELLIOTT H55R-D		QUANTITY / UNITS		TOTAL
2014 INSPECTION / EA.	70.00	X	1	=	$70.00	$196.66	X	1	=	$196.66
2015 INSPECTION / EA.	70.00	X	1	=	$70.00	$2,274.87	X	1	=	$2,274.87
2014 LABOR RATE / HR	70.00	X	3	=	$210.00	$80.00	X	3	=	$240.00
2015 LABOR RATE / HR	70.00	X	3	=	$210.00	$80.00	X	3	=	$240.00
	ELLIOTT H55R - D 2014 / 2015 TOTAL				$560.00	ELLIOTT H55R - D 2014 / 2015 TOTAL				$2,951.53
AERIAL LIFT	MTI U3		QUANTITY / UNITS		TOTAL	MTI U3		QUANTITY / UNITS		TOTAL
2014 INSPECTION / EA.	70.00	X	1	=	$70.00	$100.43	X	1	=	$100.43
2015 INSPECTION / EA.	70.00	X	1	=	$70.00	$544.49	X	1	=	$544.49
2014 LABOR RATE / HR	70.00	X	3	=	$210.00	$80.00	X	3	=	$240.00
2015 LABOR RATE / HR	70.00	X	3	=	$210.00	$80.00	X	3	=	$240.00

PREVIOUS BID TABULATION

	MTI U3 2014 / 2015 TOTAL	$560.00	MTI U3 2014 / 2015 TOTAL	$1,124.92
	BID TOTAL	**$19,040.00**	**BID TOTAL**	**$29,532.41**
"bid totals" were utilized to evaluate low bid offers				

PREVIOUS BID TABULATION