

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: **Jon T. Bossey**
Telephone: **(603)527-4452**
Email: **jon.bossey@nhvh.nh.gov**

RE: Bid Invitation Name: **Proposal for Heat Pump Repairs**
Bid Number: **RFB FS2016-01**
Bid Opening Date and Time: **August 25, 2016 at 1:00 pm.**

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

Authorized Signor's Signature _____ Authorized Signor's Title _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the ____ day of _____, 2014, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

REQUEST FOR BID PROPOSALS

Proposal for Heat Pump Repairs

GENERAL INFORMATION:

RFP Issue Date: Friday, July 29, 2016

Proposal Number: RFB-FS2016-01

Deadline for Bid Submission: Thursday, August 25, 2016

Date of Bid Opening: Thursday, August 25, 2016 Time of Bid Opening: 1:00 PM

Bids must be received at the New Hampshire Veteran's Home Main Office before 12:30 p.m. on Thursday, August 25, 2016. Bids received after this time will **NOT** be accepted.

Bids must be made on the enclosed bid form and must be typed or clearly printed in ink, and signed. Corrections must be initialed.

Bids that are not complete or are unsigned will not be considered.

Faxed Bids will **NOT** be accepted.

Bids will be made public at the time of the opening. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business-size envelope.

PLEASE NOTE: For bid opening return:

Return the Completed Bid Package with the **"Bidder's Response"** sheet signed and completed, and all attached documents as requested are enclosed in a sealed manila envelope with the following indicated on the exterior of the envelope:

"Proposal for Heat Pump Repairs"
Attention: Jon T. Bossey, Plant Maintenance Engineer
139 Winter Street, Tilton, NH --- RFB FS2016-01

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: Jon T. Bossey, Plant Maintenance Engineer PHONE: 527-4452

BID FOR: Heat Pump Repairs.

Unless specifically amended or deleted by the New Hampshire Veterans Home, 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 New Hampshire Veterans Home.

Bids may be issued only by the New Hampshire Veterans Home 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 New Hampshire Veterans Home before the date and time specified for the opening. 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.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the New Hampshire Veterans Home at least five (5) working days prior to the bid opening. 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 RFB meeting specifications at the lowest cost unless other criteria are noted in the RFB. 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 opening, 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 New Hampshire Veterans Home 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 New Hampshire Veterans Home 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 New Hampshire Veterans Home 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.

OFFER. The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

Company Name: _____

Address: _____

Tel.:(local) _____ **(Toll free)** _____

Fax#: _____ **(E-mail)** _____

Authorized Signature: _____

(TYPE OR PRINT NAME)

This document must 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.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the New Hampshire Veterans Home, 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 be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the 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 known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

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

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

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

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

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

EXHIBIT A SCOPE OF SERVICES

A. Scope Of Services:

The New Hampshire Veterans Home proposes to enter into an agreement with a contractor to provide Heat Pump Repairs. The Bidder is highly encouraged to arrange site visitation. All site visits will be made by appointment only. Please contact Jon T. Bossey, 603-527-4452 or by e-mail jon.bossey@nhvh.nh.gov for an appointment. Site visitation will be by appointment only and “drop ins” will be turned away. It is the responsibility of the bidder to become familiar with the site, existing conditions, and work area prior to the submission of your bid.

1. The scope of the project will be to furnish and install new TXV valves on 20 water sourced Carrier heat pumps per the attached list. Model numbers, serial numbers, and locations have been furnished in the list below. These units have already been “troubleshoot” by another vendor to verify the work needed.
2. The vendor shall be responsible to remove the heat pump from the ceiling, transport unit to the facility services building for repair, dismantle unit, reclaim refrigerant, replace TXV Valve, recharge refrigerant according to manufacturer guidelines, re-install, and return unit to full working condition.
3. The vendor is responsible for all methods and means to facilitate work. It is the expectation and needs to be made clear that the vendor is fully responsible for all associated labor and materials needed to facilitate these repairs. You are responsible for all aspects of electrical, controls, plumbing, pipe fitting, support, refrigerant, ceiling grid alterations, ceiling repairs, damage caused by work. All existing conditions and damage will be documented prior to the start of work and agreed upon by both parties (the state and contractor) before work commences.
4. The Bidder shall visit the site and be familiar with the equipment and pertinent local conditions, such as location and accessibility. The act of submitting a bid is to be considered full acknowledgement that the vendor has inspected the site and is familiar with the conditions and requirements of these specifications.
5. Bidder shall have in their employ a sufficient number of trained technicians so that repairs are completed on time as scheduled. Any equipment found to be defective from these inspections, will be reported immediately to the site contact person, and will be repaired and or replaced within five (5) working days.
6. The Bidder shall provide services during pre arranged and agreed upon times acceptable and as directed by the Veterans Home.
7. The Bidder shall see that all equipment testing and maintenance service shall be accomplished as required by manufacturer recommendations and any State or Local codes.
8. The Bidder shall conduct his work so as to interfere as little as possible with State business, determine the State’s normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
9. The Bidder shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The bidder 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. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.
10. The Bidder shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

11. The Bidder 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 being done is different from what was estimated or expected, or account of the weather, elements or other causes.
12. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.

ROOM NUMBER	PROBLEM CONDITION	HEAT PUMP NUMBER	UNIT - WING	MODEL NUMBER	SERIAL NUMBER
101	Will not cool	S28	TS Freedom Hall	50RHR006BCS30119	2807V33562
104	Will not heat	S11	TS Freedom Hall	50RHR009SCS30119	2807V33585
105	Will not cool	S12	TS Freedom Hall	50RHR009SCS30119	2807V33587
106	Will not heat	S13	TS Freedom Hall	50RHR009SCS30119	2807V33604
107	Will not cool	S14	TS Freedom Hall	50RHR009SCS30119	2807V33616
108	Will not heat	S15	TS Freedom Hall	50RHR009SCS30119	2807V33609
113	Will not heat	S22	TS Independence Hall	50RHR009SCS30119	2807V33573
114	Will not cool	S21	TS Independence Hall	50RHR009SCS30119	2807V33572
115	Will not heat	S20	TS Independence Hall	50RHR009SCS30119	2807V33584
116	Will not heat	S19	TS Independence Hall	50RHR009SCS30119	2807V33575
125	Will not heat	S4	TS Liberty Hall	50RHR009SCS30119	2807V33611
126	Will not cool	S5	TS Liberty Hall	50RHR009SCS30119	2807V33580
127	Will not cool	S6	TS Liberty Hall	50RHR009SCS30119	2807V33578
202	Will not cool	N12	TN Sunapee Hall	50RHR009SCS30119	2807V33605
203	Will not cool	N5	TN Sunapee Hall	50RHR009SCS30119	2807V33596
208	Will not cool	N9	TN Sunapee Hall	50RHR009SCS30119	2807V33600
210	Will not cool	N8	TN Sunapee Hall	50RHR009SCS30119	2807V33568
219	Will not heat	N22	TN Newfound Hall	50RHR009SCS30119	2807V33586
225	Will not heat	N20	TN Newfound Hall	50RHR009SCS30119	2807V33595
226	Will not heat	N18	TN Newfound Hall	50RHR009SCS30119	2807V33579

EXHIBIT A
SCOPE OF SERVICES

B. INVOICING:

1. All invoices must include detail of work performed, dates and prices as well as documented proof of original cost of equipment to verify markup of items. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NH Veterans Home business office.
2. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.
3. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFP. The NH Veterans Home does not pay late charges or interest.

C. INSURANCE:

1. The bidders shall furnish to the Contracting Officer, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the following:
 - a. 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 incident; and
 - b. Fire and extended coverage insurance covering all property which has been received from the State or purchased with funds provided for that purpose under this agreement.
 - c. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

D. BIDS

1. If sub contractors are to be utilized, please include information regarding the proposed subcontractors including the name of the company, their address and three references with contact personnel for each sub-contractor.
2. Bidders shall take careful note that only material contained in their proposal shall be criteria for contract award consideration. Bids should encompass all criteria set forth in this RFP.
3. Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall only be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.
4. The time and effort expended in bid preparation is entirely the responsibility of the bidder.
5. All Bidder correspondence and submittal shall be sent to :

New Hampshire Veterans Home
139 Winter Street
Tilton, NH 03276
Attn: Jon Bossey

Questions can also be sent via e-mail to jon.bossey@nhvh.nh.gov

EXHIBIT A
SCOPE OF SERVICES

E. NON-COMMITMENT OF THE STATE:

1. The solicitation of bids by this RFP does not commit the NH Veterans Home to award a contract or to pay costs incurred in the preparation of a bid proposal.
2. The NH Veterans Home reserves the right to accept, reject any or all proposals received in response to this RFP, or to cancel this RFP entirely if it is in the best interest of the State.
3. The NH Veterans Home reserves the right to waive any informality in bid proposal content. However, failure to furnish all information requested may disqualify the bid.

F. TERMINOLOGY:

1. "Bidder" refers to any individual, partnership or agency which responds, in writing, to this RFB. "State refers to the State of New Hampshire; "NHVH" refers to the New Hampshire Veterans Home.
2. "Contract" is the resulting contract entered into between the NHVH and the successful Bidder.

G. TERM:

1. The contract and all obligations of the parties there under, shall become effective upon acceptance by the State and shall be completed in their entirety prior to a specified date (Block 1.6). Any work undertaken by the contractor 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 Contractor for any such work. The term of the contract shall be effective upon Governor and Executive Council Approval through June 30, 2010. At the completion, this contract may be extended for a period of two (2) years upon written request of the Contractor and approval by the NH Veterans Home with further approval of the Governor and Executive Council.

H. EVALUATION CRITERIA:

1. The NH Veterans Home will evaluate the bid proposals received in response to the RFB. The bid proposals must include specific responses for each item.
2. The NH Veterans Home will select the bid proposal most advantageous to the State for award; the resulting contract to be executed by the Home subject to approval by the Attorney General's Office and Governor and Executive Council, as required.
3. Failure of the bidder to provide any information requested by the RFB may result in disqualification of the bid.
4. The criteria to be used in the evaluation of the bid proposals is as follows:
 - a. The ability of the bidder to meet the minimum specified requirements contained in Exhibit A – Part 1.
 - b. The overall costs of the proposal satisfying the requirements contained in Exhibit A.
5. Bids will only be considered from Bidders that have a minimum of three years of successful experience providing preventative maintenance and service on ozone systems, washer machines, dryers, and commercial folding machines. The Bidder shall be required to demonstrate that they have successfully completed these type services for clients of the same size and magnitude for a minimum of three years. Failure to demonstrate this experience will be grounds for bid rejection.

6. The NH Veterans Home will make the decision for selection of a Bidder. Proposals will be evaluated for purpose of award by the NH Veterans Home. The selected Bidder will be notified in writing.
7. NHVH may cancel this RFB, or reject proposals at any time prior to an award.
8. Bid award for the services requested under these specifications will be based upon capacity to perform, capacity of the state to monitor and enforce performance, availability of resources to perform services, and price.
9. The State reserves the right to reject any or all bids or any part thereof as deemed to be in the best interest of the State.
10. Any agreement that may result from this proposal shall not be binding on either party until it has been approved by the New Hampshire Attorney General Office and Governor and Executive Council.

I. AWARD:

1. The bid shall be awarded to the lowest bidder meeting all the specifications listed within. The gross bid must be the exact additive total of the bid for all requirements, no partial bids will be considered.

**EXHIBIT A
SCOPE OF SERVICES**

- J. Bidder's Representatives:** The Bidder shall be required to supply the Contracting Officer with the name and telephone number of the Bidder's representative who will be on call incase of emergency twenty-four (24) hours a day.

Name, address, and telephone number of Bidder's agent who is on twenty-four-(24) hour call.

Name: _____

Address: _____

Telephone #: _____

- K. References:** Please list three references and contact persons that your firm has performed similar work for.

1. _____

2. _____

3. _____

**EXHIBIT B
BIDDERS RESPONSE**

A. Billable Charges Breakdown:

(A) Total Labor Cost \$ _____

(B) Total Parts Cost \$ _____

LUMP SUM BID TOTAL (A+B)= \$ _____

**EXHIBIT B
BUDGET AND METHOD OF PAYMENT**

A. Invoicing:

The Bidder shall invoice the NHVH as service is performed. All invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NH Veterans Home business office.

B. Payment:

Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.

Unless otherwise noted on the proposal, payment will be due thirty (30) days after invoicing. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFP. The NHVH does not pay late charges or interest.

C. Other:

To receive proper payment, all invoicing for services must be sent to the agency's business office at:

NH Veterans Home
139 Winter Street
Tilton, NH 03276

D. Vendor:

Vendor Name: _____

Vendor Address: _____

Mailing: _____

Telephone Numbers: _____

Business: _____

Emergency: _____

EXHIBIT C
SPECIAL PROVISIONS

The NH Veterans Home Facility Services Department reserves the right under this contract to direct the contractor to areas of work that are in the best interest and convenience of the residents occupying the space. The rooms that are affected are occupied. The State of New Hampshire will do its due diligence to facilitate the work in a manner that is the least disruptive to the residents but keeping in mind that the contractor will want to expedite the repairs in the most cost effective manner.

ATTACHMENTS TO BE INCLUDED WITH CONTRACT

A. Sample Packet of Documents:

1. Certificate of Insurance: This certificate is obtained from the Contractor's Insurance Company. One Original and two copies should be returned with contract (P-37). The amount of insurance should reflect the requested levels of the RFP.
2. Certificate of Authorization/Good Standing: This document may be obtained through the Secretary of State's Office located in the State House, 107 North Main Street, Concord, NH 03301, 603-271-3242. One Original and two copies should be returned with the contract (P-37).
3. Certificate of Authority/Existence: This is merely a notarized form on your company's letterhead stating the individual signing the contract is authorized to enter into contracts on behalf of the company. Make sure this form is notarized and that the person that signs this form is not the same person that signs the contract. Standard forms available upon request. One Original and two copies should be returned with the Contract (P-37).

NOTE: These forms are **REQUIRED** during contract signing.