

YOU MAY EMAIL YOUR BID TO ROBERT LAWSON AT: EMAIL [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)

**BID INVITATION FOR CONTRACT: DHHS MANCHESTER DISTRICT OFFICE ACCESS CONTROL & SECURITY – SUPPLY & INSTALL SERVICES**

[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 # 137-16 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.

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.

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

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

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

On the \_\_\_\_ day of \_\_\_\_\_, 2016, 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)

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions

## GENERAL CONDITIONS AND INSTRUCTIONS:

**NATURE OF, AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

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

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

**BIDS.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the 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.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid 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 bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

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

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

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

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of 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 Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

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

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

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

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

## CONTRACT TERMS AND CONDITIONS

- 1.** The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
- 2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
- 3. TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
- 4. CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
- 5. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.
- 6. INVOICING.** All invoices must 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.

**BID INVITATION FOR:**

**A CONTRACT FOR: DHHS MANCHESTER DISTRICT OFFICE ACCESS CONTROL & SECURITY - (SUPPLY & INSTALL)**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) for supply and install with the State of New Hampshire for the supply and installation of the item(s) indicated in the "Offer" section of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 of the bid invitation.

**BID SUBMITTAL:**

All bids 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 on page 1 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change.

3/9/2016	Bid Solicitation distributed on or by
3/14/2016	11:00 AM Last day for questions, clarifications, and/or requested changes to bid
3/16/2016	11:00 (EST) AM Bid CLOSING
3/16/2016	11:15 (EST) AM Bid OPENING
3/17/2016	Estimated Notification(s) of Award to apparent low bidder/s

**GOVERNING TERMS AND CONDITIONS:**

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

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

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

**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.

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

From the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and will no longer be allowed to proceed in the award process.

#### **TERMINATION:**

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

#### **VENDOR CERTIFICATIONS:**

**ALL** Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. 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** have a completed Vendor Application and Alternate W-9 Form 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://das.nh.gov/purchasing/>
- **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://das.nh.gov/Purchasing>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be returned to the individual using agency prior to the start of any work.

#### **VENDOR RESPONSIBILITY:**

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

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

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

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

In preparation of your bid response, you shall:

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

**IF AWARDED A CONTRACT:**

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

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

- Provide certificate of insurance with the minimum limits required as described below on Page 7.
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

**CERTIFICATE OF INSURANCE:**

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

**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 Vendor's name and address and the name of the person submitting the question. Any questions, clarifications, and/or requested changes must be received in writing at the Bureau of Purchase and Property no later than 4:00 PM as listed in the timeline above. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions must be submitted by E-mail to Robert Lawson at the following address: [robert.lawson@NH.GOV](mailto:robert.lawson@NH.GOV)

**SITE VISITATION:**

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. The site is currently not occupied and is undergoing renovations. Therefore we are not scheduling vendor walk-throughs. Call Joe Luna at 603 271-9562 should you wish to visit the site. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on any addenda on its web site. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <http://das.nh.gov/Purchasing/vendorresources.asp>.

**WARRANTY REQUIREMENTS:**

Successful Vendor shall be required to warranty all of the equipment awarded to Vendor for a period of not less than two years 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.

**BID PRICES:**

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into the bid price** at the time of the bid.

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

**BID RESULTS:**

Bid results may be viewed when available, once an award has been made, on the following website: <http://das.nh.gov/purchasing>.

For Vendors wishing to attend the bid opening, please be advised that: **Only the names of the Vendors submitting responses will be made public. Pricing and other details will not be shared.**

**ABILITY TO PROVIDE:**

Successful Vendor must be capable of providing each State of New Hampshire with the entire requirements of this bid invitation and any resulting contract without any delay or substitution.

**INSTALLATION REQUIREMENTS:**

Successful Vendor shall be required to supply, deliver, uncrate, set into place, make all of the final connections, start-up and test all of the equipment awarded in accordance with Bid Specifications.

**AUDITS AND ACCOUNTING:**

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

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor shall provide the State with a complete and accurate accounting report of all products and quantities ordered by each agency and institution (and by any political sub-divisions and authorized non-profit organizations, if applicable) upon request.

**DELIVERY TIME:**

The successful Vendor shall deliver and install any item awarded under the contract no later than April 8, 2016. However delivery/installation may be accepted sooner.

The use of a private delivery carrier **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

**INVOICING:**

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

**PAYMENT:**

Payments shall be made via ACH and/or Procurement Card (P-Card –Visa Credit Card). Use the following link to enroll with the State Treasury for ACH payments:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

The resulting contract(s) has mandatory Procurement Card usage for agencies enrolled in the State P-Card Program.

**F.O.B.:**

The F.O.B. shall be destination to the following delivery/installation point:

DHHS District Office  
1050 Perimeter Road  
Manchester, NH

**REQUISITION NO.:** #164615

**CONTRACT AWARD:**

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof. All award(s) shall be, in the form of a State of New Hampshire Contract (s).

**SCOPE OF SERVICES**

The purpose of this bid is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein.

**DEPARTMENT OF HEALTH & HUMAN SERVICES  
MANCHESTER DISTRICT OFFICE  
"Access Control Security & Duress Alarm System Installation"  
Manchester, New Hampshire**

The manufacturer and model(s) for most of the equipment have been identified in this bid. Vendors are asked to bid the specific equipment and configurations identified. For those items not specifically identified by make and model, vendors shall offer solutions that meet the capabilities described in the items description.

The specifications indicated in this bid invitation will be considered the minimum requirements. Bidder's offer must meet or exceed these minimum requirements.

The State has the sole right to determine what constitutes an acceptable substitution.

**GENERAL INSTRUCTIONS**

The installation required under this Project is in a new facility.

The successful bidder must provide written documentation from Honeywell that they are a certified Honeywell ProWatch Authorized Dealer.

The successful bidder must be able to demonstrate to the satisfaction of the awarding authority (State of New Hampshire) that all the items bid meet or exceed the minimum required standards for the Department's existing Honeywell Pro-Watch Corporate Edition Access Control System. Items that do not meet the minimum standards will not be accepted and will be grounds for rejection of the bid. Any deviation and or substitution of equipment from the Specification must be resolved through the Inquiries process.

**The State of New Hampshire has the right to determine what constitutes an acceptable substitution and may reject any and all proposed substitutions.**

Facility in this contract:

DHHS Manchester District Office  
1050 Perimeter Road  
Manchester, NH

1. The services requested shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work at each location identified above.

2. The Contractor shall complete all the work and shall furnish all labor, materials, tools, equipment, and safety devices necessary to perform in the manner specified and within the time period allotted. Contractor shall complete the work to the satisfaction of the State and in accordance with the specifications of the manufacturer(s). All the work, labor, and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with, the specifications of the manufacturer(s), and the directions of the State representatives as given from time to time during the progress of the work under the terms of the contract.
3. The Contractor shall coordinate access to the work area with the State's designated representative. The District Office is and will remain occupied, the contractor shall coordinate with the State and the Landlord's contractor to insure that all work is accomplished with no disruption to the Department's daily business operations.
4. Contractor shall, at his own expense, whenever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
5. The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. Contractor shall in no way be relieved of his 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 orders. The Contractor shall bear all losses resulting to him or to the State 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 different from what was estimated or expected, or account of the weather, elements, or other causes.
6. The bulk of the Electric strikes required shall be provided and installed by the building Owner, (Ref. Table 3.0).
7. The Contractor agrees that any damage or injury to buildings, materials, equipment, or to other property during the performance of this service will be repaired by a qualified contractor, approved by the State and at the Contractor's expense immediately upon the request of the State.
8. The Contractor shall employ only competent people, qualified to do the required work. Whenever the State shall notify the Contractor that any person working, in the State's opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be replaced and shall not be again employed on this project except with the consent of the State.
9. The State reserves the right to hire or use equipment and personnel other than from the Contractor if the Contractor does not report ready for service within (4) hours to correct any system installation or operation deficiency(s) during the term of this contract. When such equipment and/or personnel other than the Contractor's is employed, any expense incurred shall be borne by the Contractor and such expense shall be deducted from any money due the Contractor.
10. Department Contacts – Designated Representative(s):

a. Joe Luna, Systems Specialist/Project Manager (271-9562)

11. Installation Schedule:            Work shall be complete no later than April 12, 2016.

**GENERAL CONDITIONS:**

1. Manufacturer's Guarantee: Copies of all manufacturer's written guarantees and warranties shall accompany bids.
2. Manufacturer's MSDS and Product Data Specifications: MSDS and product data specifications shall be submitted for all materials and shall accompany the Contractor's written bid.
3. Color and/or Style Selections: Color and style of components shall match existing.

4. All bids must individually detail the cost of materials and labor. See ATTACHMENT 1 – Price Response Sheet.
5. Any contradictions between plans, written specifications and the actual in-place improvements, the greater or more stringent requirements shall be deemed correct and required by and a part of this contract.
6. Prior to the commencement of any work, the Contractor shall meet with the Department's authorized representative and fully familiarize themselves with the project.
7. No changes or extra work is to be authorized without written permission from the Department's designated representative.
8. All work is to be performed in a neat and skillful manner, as accepted by the Department.
9. All materials are to be installed as per the manufacturer's recommendations and specifications.
10. All work shall be performed as per the Specifications, Proposals, Plans and Attachments. All of the aforementioned items shall be considered as Terms and Conditions of this Contract.
11. Cooperation and Coordination: Contractor shall cooperate and coordinate all of their work efforts with the Department and all other effected trades and subcontractors.
12. At all times the Contractor shall supply adequate personnel, tools, equipment, materials and supplies to fully and efficiently perform the identified scope of services.
13. The Contractor must notify the Department's designated Representative, on a timely basis, of any conditions, coordination conflicts, delivery schedules, etc., which could delay the project's completion or completeness.
14. All daily and final clean-up made necessary by this work shall be the responsibility of the Contractor. All clean-up is to be done to the satisfaction of the Department. Any clean-up not performed satisfactorily, will be done by others, at the sole expense of the Contractor.
15. All OSHA, DOL and other regulatory requirements are to be met. It is the Contractor's responsibility to maintain safe conditions in the performance of their work.
16. All debris generated as a result of work under this contract is to be properly disposed of by the Contractor.
17. All Conditions: The Contractor shall be responsible for all conditions that will effect or be effected by this contract, whether seen or unseen. The Contractor shall remedy any and all conditions as to insure the functionality of this contract's work and the continued functionality of the existing conditions prior to the contract's work.
18. Completeness: Upon the commencement of work, the Contractor shall continue such work in a continuous and uninterrupted manner until the full completion of the work, as defined by the contract and/or the timeline of the contract.
19. The Contractor must furnish all labor, equipment, accessories, and materials in strict accordance with these specifications. All equipment, labor and materials necessary for the proper completion of the work not specified or described herein is deemed part of the specifications.
20. All work shall be performed by skilled and experienced technicians/trade-persons in accordance with the most up-to-date trade practices. Work shall be performed in a professional manner using the best standards and practices of the trade.
21. All shipments of materials shall be made "FOB Destination". There shall be no additional allowances for shipping costs. The contractor shall pay all transportation costs for materials returned due to unsatisfactory operations or materials shipped to replace said returned materials.
22. If the contractor elects to sub-contract any portion of this contract, the contractor must provide copies of their subcontractor's insurance certificate. Such insurance certificates shall name the Department as "additional insured."

## **SPECIFICATIONS**

### **PART 1 – GENERAL:**

- 1) GENERAL SCOPE: Furnish and install all products as specified and required to provide and install specified Personal Duress Alarm System, and to provide and install the specified access control components at the Manchester District Office (Honeywell ProWatch 6000 components). A schematic floor plan of the building and scope of work is attached (A.1) for reference.
  - a) Contractor shall anticipate reader modules for DR4201 card readers.

- b) The Department currently utilizes Pro-Watch Corporate Edition virtual software v4.1.0.9905
  - i) The required programming portion of this work shall occur at the Brown Building.
- c) Contractor shall be responsible for coordination with the Bureau of Facilities and Assets Management to perform all system programming, reprogramming, and debugging as required to maintain existing access control at the District Office.
- d) The contractor shall submit an installation plan/schedule, acceptable to the State, that maintains continued access control within the facility, at all times

2) SUBMITTALS:

- a) Written documentation from Honeywell that they are a certified Honeywell ProWatch Authorized Dealer
- b) Product Data for each type of product to be installed. Product Data may be submitted electronically. Note: prior to final acceptance of the project, the Contractor shall also submit one complete three ring binder with a hard-copy of all submittals, and product data for all components provided/installed for this project.

3) QUALITY ASSURANCE:

- a) Installer qualifications: Engage experienced and trained personnel to perform work.

4) DELIVERY, STORAGE, AND HANDLING:

- a) Deliver products to Project Site in manufacturer's original unopened cartons and containers, each bearing names of product and manufacturer, project identification, and shipping and handling instructions.

5) PROJECT CONDITIONS:

- a) Installation shall take place during normal business hours.
- b) Work site is currently under renovation/construction. All access to the work site shall be coordinated with the Department's designated representative and the building owner's contractor.

**PART 2 – PRODUCTS:**

1) Access Control System

- i) Available Products: Subject to compliance with requirements, provide products listed below.
- ii) Contractor shall furnish and install the equipment, wire, and other materials to provide a fully operational Honeywell NexWatch Access Control System at the location identified. The "head-end" at Data/Com Room 165. All equipment installed in Room 165 shall be rack mounted equipment. Contractor shall provide the necessary labor to provide, install and program the new equipment into the existing DHHS Pro-Watch access control system.
  - (1) Anticipated components may include but are not limited to:
    - (a) Honeywell ProWatch PW-6000 controller(s)
    - (b) Honeywell 32 Reader License
    - (c) Honeywell ProWatch power supply(s)
    - (d) Honeywell reader board(s), as required
    - (e) Honeywell ProWatch Enclosure(s)
    - (f) Honeywell PW S-4 Suppressor(s) as required for each installation
    - (g) Honeywell PW Ethernet interface
    - (h) Honeywell Adapters
    - (i) Honeywell DR4201 (no logo) proximity readers to match DHHS standard.
    - (j) Honeywell Battery Backup w/rack mounted battery cabinets
    - (k) Sentrol door contacts
    - (l) Honeywell RTE IS310 or acceptable equivalent: i.e. Detection Systems Bosch IAS DS150i exit motion detectors

iii) Door Release Button Console:

- (1) At the Reception Area, provide and install a total of three (4) new desktop, door release button consoles for remote release of all electric strike doors identified, including but not limited to: Client Corridor Door, Fair Hearing Room Door, Client Conference Room Door, and Reception Door.
  - (a) Reference Figure 2.0 (*Alarm Controls Corp DRC-4 Desktop Console*)
  - (b) Reference Table 3 for doors requiring remote release.
  - (c) Location of remote release consoles shall be identified by the Department.
- (2) Remote release doors shall be integrated with the access control system for reporting purposes, potential future card reader installations, and for such tasks as remote unlocking and programming of Auto-Unlock Time-Zones.

**Figure 2.0**



iv) Miscellaneous devices:

- (a) Wire, junction boxes, EMT
  - (b) Electric strikes: heavy duty commercial grade, 24 v DC continuous duty, (preferred) all installations are to be mortise type. Electric Strike Function, e.g., fail-safe or secure, to be in conformance with applicable codes/regulations and reviewed with the Department.
    - (i) Acceptable Products: *Folger-Adams - Series 300, HES – Series 1006 Series* (with Smart-Pak) and/or *VonDuprin 6300 Series* electric strikes
    - (ii) Installation shall include supplying and installing all transformers, all low voltage control wiring from and 110v electrical supply (coordinate circuiting with Department) for low voltage transformer(s).
  - (c) Lock power supply and batteries
- (2) Proximity Cards:
- (a) Provide a total of 200 sequentially numbered NexKey Digital Proximity Cards w/Blue Skin.

2) Duress/Panic Alarm System

- a) New DMP XR150 Series Duress/Panic alarm system shall be installed to include wall mounted LCD Keypad/Control Panel-Command Processor, wireless two button transmitters, receiver(s), enunciators, "pong" type alarm devices, and emergency call lights.
  - i) Contractor shall furnish and install the equipment, wire, and other materials to provide a fully operational duress alarm system at each of the sixteen (21) Interview Rooms, the Client Conference Room and the Fair Hearing Room. Contractor shall provide the necessary labor to program the equipment and to train the end users on operation.
    - (1) Anticipated components may include:

- (a) (21) new emergency call lights
    - (i) Non-strobe type – 24V
    - (ii) Tek-Tone LI381 or acceptable equivalent.
    - (iii) activated upon activation of a wireless transmitter
  - (b) (21) DMP 1144-2 Personal Transmitter, two button key fob/pendant alarm transmitters
  - (c) (5) ATW PC-300 multi-tone electronic “Pong” type audible alarms (50-80 dB) activate upon activation of a wireless transmitter. Installation locations of “pongs” will be generally as shown on the graphic. Final installation location(s) shall be determined in the field with the Department’s designated representative and shall be ceiling mounted (or above ceiling).
  - (d) (1) DMP 7000 Series LCD Control Panel/Command Module with audible alarm (installed at Reception 135)
    - (i) Provide Department with all documentation, including system programming, PIN(s) and system reset instructions, passwords, etc.
    - (ii) Coordinate with the Department, all information required for incorporation of the Duress Alarm system into the Department’s existing alarm monitoring contract.
- (2) Miscellaneous devices:
- (a) Wire, junction boxes, EMT
  - ii) Installation shall include supplying and installing all transformers, all low voltage control wiring from 110v electrical supply.
- b) Entire system shall be integrated into the Control Panel
    - i) Control Panel shall be able to communicate/signal to a central monitoring station – to be identified by the Department.
  - c) Each wireless transmitter shall be assigned to a room, independently zoned and identifiable at the keypad/control panel. Each pendant shall be permanently labeled with Interview Room number assignment, review labeling size/type with Department’s Representative.
  - d) Zoned similar to Table 2.0 below:

**TABLE 2.0:**

Zone #	Room ID	Room Name	Zone #	Room ID	Room Name
4	MA-126	Client Conference	14	MA-189	IR-11
5	MA-127	Hearing Room	15	MA-190	IR-12
6	MA-179	IR-01	16	MA-191	IR-13
7	MA-180	IR-02	17	MA-192	IR-14
8	MA-181	IR-03	18	MA-193	IR-15
9	MA-182	IR-04	19	MA-194	IR-16
10	MA-183	IR-05	20	MA-195	IR-17
11	MA-184	IR-06	21	MA-196	IR-18
12	MA-185	IR-07	22	MA-197	IR-19
13	MA-186	IR-08	23	MA-198	IR-21
12	MA-187	IR-09	24	MA-199	IR-22
13	MA-188	IR-10			

- e) Duress/Panic Alarm system shall allow alarm capability and low battery notification for each transmitter at the keypad/control panel.
- f) Provide a wall mounted lockable storage cabinet for the placement of pendent/transmitters when not in use. Review cabinet option type, size and installation location of cabinet with the Department.

- g) Provide a total quantity of 100 black 36" length lanyards with broadloom neck cord with split ring, swivel hook, breakaway, and quick disconnect (*Musa Plus Lanyard with Split Ring*). These are to hold both a personal panic pendent/transmitter and an access card.
  - i) Set-up and install lanyards with panic transmitter and access cards in storage cabinet.
- h) Each transmitter shall be received by the system as a separate and identifiable zone in the control panel. Upon activation of a transmitter, a visual and audible signal shall designate from the keypad/control panel
  - i) Following migration to the new duress alarm system remove all existing duress alarm components (pendants, control module, cabinet, etc.) shall be removed and turned over to the Department.

**PART 3 – EXECUTION:**

- 1. All wiring and EMT shall be installed in accordance with the National Electric Code. All wire to be concealed either above the suspended ceiling (bundled, labeled and securely attached to the building structure), or installed in EMT.
- 2. All card readers shall be mounted as recommended by the manufacturer and to meet ADA requirements.
- 3. All emergency call lights shall be mounted centered over door between top of door frame and ceiling.
- 4. Any electric strikes required to be furnished and installed, under this contract, shall be installed in accordance with all applicable state and local codes and ordinances. Final electric strike model type to be reviewed with the Department.
- 5. Review programming requirements for access control and duress/panic alarm system with the Department.
- 6. Installation Locations:
  - a. As shown on the attached graphics (Reference Attachment A.1)
  - b. As indicated below on Table 3.0
  - c. Note that Interview Rooms 01 through 16 are "read-out" installations, and must be tied into the Fire Alarm system to disengage (unlock) the electric strike(s) upon activation of the Fire Alarm.
  - d. Provide interconnection/relay for Interview Room electric strikes through duress alarm control panel, such that upon entering a four digit emergency code on the Control Panel/Command Module all Interview Room electric strikes will release.
    - i. Include a four digit reset code to re-engage the Interview Room strikes.
- 7. Contractor shall be responsible to provide a complete fully operational access control system, including all parts, connections and accessories required, all programming, coordination and interaction with Pro-Watch access control software, hardware as well as any required fire alarm connections.
  - a. ONLY After issuance of a Purchase Order, the Department's will provide necessary IP Address and have the ProWatch Server available for Access Control Programming, when appropriate.
- 8. Contractor shall be responsible to provide a complete fully operational duress/panic alarm system, including all parts, connections and accessories specified and/or required, all programming, training, and coordination with the Department.

**TABLE 3.0**

	Reader Board #	Door ID	New Door Description	Card Reader(s)	Electric Strike	REX	DPS	Remote Release	Comments
1	1	MA-110	Staff Entry	y	bo	y	y	-	
2	1	MA-111	Staff Vestibule	y	bo	y	y	-	
3	2	MA-112	Public Entry	y	bo	y	y	-	PW: AU-Manchester TimeZone programming
4	2	MA-121	Public Vestibule - Lobby	y	bo	y	y	-	PW: AU-Manchester TimeZone programming
5	3	MA-130	Lobby to Reception	y	bo	y	y	y	
6	3	MA-131	Lobby to Client Corridor	n	bo	n	n	y	
7	4	MA-132	Lobby to Client Conference	n	bo	-	y	y	PW: AU-Manchester custom unlock programming
8	4	MA-133	Client Conference to secure vestibule	y	bo	y	y	-	PW: AU-Manchester custom unlock programming
9	5	MA-134	Secure Vestibule to Corridor 124	y	bo	y	y	-	
10	5	MA-135	Staff Corridor to Office Area 189	y	bo	y	y	-	
11	6	MA-136	Lobby to Hearing Room	n	bo	n	n	y	PW: AU-Manchester custom unlock programming
12	6	MA-137	Hearing Room to Secure Vestibule	y	bo	y	y	n	
13	7	MA-113	Rear Entrance (Loading)	y	bo	y	y	-	
14	7	MA-165	Data/Com Room	y	bo	y	y	-	
15	8	MA1140	189 Exit Door to Common Area	Y	Y	Y	Y	-	Reader tied to detex alarm
16	8	MA-1141	189 Exit Door to Common Area	Y	Y	Y	Y	-	Reader tied to detex alarm
17	9	MA-179	IR-01 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
18	9	MA-180	IR-02 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
19	10	MA-181	IR-03 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
20	10	MA-182	IR-04 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
21	11	MA-183	IR-05 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
22	11	MA-184	IR-06 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
23	12	MA-185	IR-07 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
24	12	MA-186	IR-08 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
25	13	MA-187	IR-09 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
26	13	MA-188	IR-10 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
27	14	MA-189	IR-11 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
28	14	MA-190	IR-12 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
29	15	MA-191	IR-13 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
30	15	MA-192	IR-14 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
31	16	MA-193	IR-15 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
32	16	MA-194	IR-16 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
33	17	MA-195	IR-17 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
34	17	MA-196	IR-18 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
35	18	MA-197	IR-19 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
36	18	MA-198	IR-20 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
33	19	MA-199	IR-21 to Staff Corridor	y	bo	y	y	-	FACP & Emergency Release @ DMP
34	19								

**LEGEND:**

- x Existing to be reused - coordination as required to PW by this contractor
- n new supplied by this contractor
- bo new: supplied by others - coordination as required to PW by this contractor
- not applicable

Manchester District Office



**SUB-CONTRACTORS:**

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

**TRAINING:**

Vendor shall provide onsite Training on the use of the system not to exceed four (4) hours total.

**PERFORMING SERVICES:**

The Vendor will perform all services according to the requirements and specifications of this bid.

**OFFER:**

Vendor hereby offers to furnish to the State of New Hampshire agencies in accordance with all of the requirements of this bid invitation at the following prices.

# ATTACHMENT 1

## PRICE RESPONSE SHEET

**Project:** DHHS Manchester District Office  
Access Control Security Project

**Contractor:**  
**Address:**

**Tel / FAX**

Prices for the specified equipment **MUST** be entered on the following Price Response sheets. Vendors **MUST** provide pricing for **ALL** items specified to be considered for award. Vendors may **NOT** submit pricing in any format other than the tables provided. Do not asterisk items or make other notations. If you have questions resolve them through the Inquiries process stated earlier in this document. Bid prices must be FOB Destination.

**TABLE 1**

### **ACCESS CONTROL & DURESS ALARM SECURITY SYSTEMS**

Successful bidder hereby offers to sell the required items to the State of New Hampshire at the following price(s):

	<u>ITEM DESCRIPTION</u>	QUANTITY	UNIT PRICE	EXTENDED PRICE
1A	<b>TOTAL: Access Control System</b>	<b>1</b>	\$	\$
1B	<b>TOTAL: Duress Alarm System</b>	<b>1</b>	\$	\$
1C	<b>TOTAL: 200 Proximity cards</b>	<b>200</b>	\$	\$
1D	<b>WARRANTY &amp; Training</b>	<b>1</b>	\$	\$
<b>1E</b>	<b>Add Lines 1A+1B+1C+1D</b>		<b>TOTAL</b>	<b>\$</b>

**VENDOR CONTACT INFORMATION:**

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

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

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

# SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 5/8/15)

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

## AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

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

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

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

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

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

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

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

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

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

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

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

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

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

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly

licensed and otherwise authorized to do so under all applicable laws.

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

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

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

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

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

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

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to

constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

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

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

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

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

#### **15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

reference.

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

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