

State of New Hampshire  
Division of Procurement and Support Services  
Bureau of Purchase and Property  
25 Capitol Street, State House Annex  
Concord, NH 03301-6398

Date: 8/14/15  
Bid No.: 13-16  
Date of Bid Opening: 8/27/15  
Time of Bid Opening: 11:00 AM (EST)

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

**BID INVITATION FOR: OUTERWEAR CLOTHING**

[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 #13-16 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 \_\_\_\_\_, 2015, personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

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

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

Form P31-A

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

## GENERAL CONDITIONS AND INSTRUCTIONS:

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 A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

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

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

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

**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:  
OUTERWEAR CLOTHING - SUPPLY ONLY**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) in the form of a purchase order(s) for supplying the State of New Hampshire with the item(s) indicated in the "Offer" section of this bid invitation, in accordance with the requirements of this bid invitation and any resulting order. This will be a one-time order with delivery required to the location(s) indicated in the F.O.B. section of this bid invitation.

**INSTRUCTIONS TO VENDOR:**

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

**BID SUBMITTAL:**

All bids 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. 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. Unless stated otherwise, considered the dates below a "no later than" date.

8/14/2015	Bid Solicitation distributed on or by
8/20/2015	Last day for questions, clarifications, and/or requested changes to bid
8/27/2015	11:00 (EST) AM Bid Opening
9/10/2015	Estimated Notification(s) of Award to apparent low bidder/s

**GOVERNING TERMS AND CONDITIONS:**

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

A signed response further 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.

**VENDOR CERTIFICATIONS:**

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

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <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://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

**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 requested changes, clarifications, and questions to this bid invitation by the Vendor must be received in writing at the Bureau of Purchase and Property no later than August 20, 2015 by 4:30 PM.

Questions must be submitted by E-mail to Karen Dorsett at the following address: [Karen.Dorsett@NH.GOV](mailto:Karen.Dorsett@NH.GOV).

**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 our web site any Addenda. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <http://das.nh.gov/Purchasing/vendorresources.asp>.

**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, 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 your bid price** at the time of the bid.

**PAYMENT:**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury: <http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

**PRODUCT SAMPLES:**

If applicable, product sample must be the exact quality, brand and style being quoted in this bid. Vendors will be contacted during the evaluation process if sample is required - Do Not Submit Sample with Bid Response. All samples must be provided at no charge to the State of NH Bureau of Purchase and Property, and will not be returned.

**ARTWORK / IMPRINT INFORMATION:**

The Agency will approve the wording and layout as included with this RFB. If applicable, all art and reproduction materials are the property of the State of New Hampshire and shall be returned to the State at time of invoicing. The Agency will provide artwork in Jpeg or Adobe formatting. Vendor will be responsible for artwork if needed. All artwork costs must be built into bid pricing.

**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 and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Purchase Order.

**BID RESULTS:**

Bid results may be viewed when available, once the award has been made, on our web site only at: <http://das.nh.gov/purchasing>.

For Vendors wishing to attend the bid Opening: **Only the names of the Vendors submitting responses will be made public.**

**TERMINATION:**

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

**F.O.B.:**

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

DISTRICT	DELIVERY LOCATION / CONTACT PERSON	TELEPHONE
District 1	Attn: John Ross, Jr., Warehouse Supervisor 641 Main Street, Lancaster, NH 03584	Office: 603-788-4641 Cell (603) 631-9151
District 2	Attn: Dennis Ford or Ralph Carter, Warehouse Supervisor 8 Eastman Hill road, Enfield, NH 03748	Office: 603-448-2654
District 3	Attn: Andrew Dame, Warehouse Supervisor, District Three Patrol Shed Warehouse 310, 710 Whittier Highway, Route 25, Moultonborough, NH 03254	Office: 603-524-6667 Cell: 603-419-0810
District 4	Attn: Bob Hebert, Warehouse Supervisor, 19 Base Hill Road, Swanzey, NH 03446-3401	Office: 603-352-2302 Cell: 603-352-6614
District 5	Attn: Amy Mansfield, Warehouse Supervisor, District Five Patrol Shed 511 6 East Point Drive, Bedford, NH 03110	Office: 603-666-3336
District 6	Attn: Doug Almon or Ken Mailhout or Michael Lavoie, District Six Office, 271 Main Street, Durham, NH 03824	Office: 603-868-1133
Bureau 58	Attn: Chris Bonoli-Stohlberg, Adm Asst, NHDOT - Highway Maintenance, 7 Hazen Drive, Concord, NH 03325	Office: 603-271-2693

**REQUISITION NO.:** 157661

**RETURNED GOODS:**

The successful Vendor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within ten business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

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

**SPECIFICATION COMPLIANCE:**

Vendor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all products and equipment offered by the Vendor must be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration products and equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturers and/or product numbers indicated are the only ones that are acceptable under this bid invitation.

Product literature and specifications may be enclosed.

**OFFER:**

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

Rain Gear Jackets	Tingley Size	Chest Size	D1	D2	D3	D4	D5	D6	B10	B11 & B58	B34	Total Order	DELIVERED UNIT COST	EXT. PRICE
	S	36-38	2			6		5			1	14	\$	\$
	M	40-42				7		5			1	13	\$	\$
	L	44-46	20	10		5	6	5	1	1	1	49	\$	\$
	XL	48-50	20			7	9	6			1	43	\$	\$
	2XL	52-54	10				11	6	1		1	29	\$	\$
	3XL	56-58	10	15				8			1	34	\$	\$
	4XL	60-62						3				3	\$	\$
Sub-Total:													\$	-
Pants - Bib Overalls	Tingley Size	Waist Size	D1	D2	D3	D4	D5	D6	B10	B11 & B58	B34	Total Order	DELIVERED UNIT COST	EXT. PRICE
	S	32-34			4							4	\$	\$
	M	36-38						2	1			3	\$	\$
	L	40-42		10		2	12					24	\$	\$
	XL	44-46		10		2		4		1		17	\$	\$
	2XL	48-50						2				2	\$	\$
	3XL	52-54				2		2				4	\$	\$
	4XL	56-58						4				4	\$	\$
Sub-Total:													\$	
<b>TOTAL ORDER:</b>													\$	

**Manufacture and Part Number:** The items are indicative of the Tingley Rubber Class 3 ICON Rain Gear Jackets Part Number J24122 and Pants Bib Overalls Part Number 024122.

- The logo "NHDOT" (attached) will be Black and printed on the rain gear jackets.
- The preference color on the Rain Gear Jackets will be **Yellow with black charcoal front**.
- No fleece liners included in this RFB.

***FLUORESCENT YELLOW- GREEN  
POLYURETHANE ON POLYESTER RAIN GEAR JACKETS AND BIB OVERALLS  
OUTERWEAR***

## **POLYURETHANE ON POLYESTER**

Overview of Fabric: The Polyurethane on Polyester suit is ANSI/ISEA 107-2004 compliant for high visibility and breathability. The garment fabric is engineered to provide high performance in the toughest work environments and provide all season comfort.

### **PROPERTY**

### **SPECIFIED REQUIREMENT**

#### **MATERIALS:**

Type of Material	All material shall consist of interior coated polyurethane on polyester and be waterproof.
Type of Fabric Cloth	All fabric shall be 300 denier oxford weave polyester.
Type of Coating	All coating shall be polyurethane and meet the ANSI/ISEA 107-2004 requirements for protection during rainfall and classified as breathable. Tested in accordance with ASTM E96-00
Total Weight of Fabric and Coating	The total weight of fabric and coating shall be 5.5 ± .25 oz. per square yard.

#### **OUTERWEAR FEATURES:**

Color	Garment shall be fluorescent yellow-green. Color of material shall be in conformance with ANSI/ISEA 107. Shall be colorfast and uniform throughout the jacket, coat, and overall.
Snap Material	All snaps shall be heavy-duty nickel coated yellow-green color and non-corrosive.
Seams	All seams shall be double needle stitched construction. All seams shall be free from puckering, pleats, runoffs and raw edges.
Waterproofing	All seams and reflective tape shall be sealed with transparent seam tape which is compatible with the fabric coating compound. The tape shall be applied by ultrasonic, or hot air, or equivalent method to form a permanent bond and be 100% waterproof.
Perimeter Edges	All perimeter edges shall be hemmed. Hems may be single needle stitched.

#### **JACKET STYLING & FEATURES**

	All jackets shall have a overhead shoulder design that allows for complete freedom of motion, when working. All jackets shall have a two-ply storm fly front, and attached hood. Jackets have a tapered sweep in the back for more coverage. Sweep has black elastic draw cord with black cord locks on each side for adjustment. All jackets are ANSI/ISEA 107 Class 3 compliant for high visibility. All jackets are ANSI/ISEA 107 compliant for breathability.
Jacket Lining	Jacket is fully lined with polyester mesh and taffeta. Mesh lines the body and the taffeta lines the jacket sleeves and sweep. All lining material is fluorescent yellow-green in color.

**Jacket Hardware**

All jackets shall have five (5) snaps located on the front closure and a nylon zipper with metal pull and self-fabric zipper pull. All hardware shall be yellow-green color.

**Jacket Collar and Hood**

Collar shall be pocket style to allow hood to be rolled into collar and secured with two (2) plastic snaps. Material shall be self-material with a fleece throat guard for neck comfort. Hood shall be three-piece construction with tapered cut and strap and buckle on back to allow for depth adjustment. Hood has black elastic draw cord with two black cord locks. A self-material hanger loop is stitched into the neckline.

**Jacket Sleeves**

All jackets are to have elastic sleeve cuffs with Velcro take-up straps.

**Jacket Ventilation**

All jackets shall have a vented cape back with polyester mesh and reinforced oval opening for D-ring fall protection access.

**Pockets**

All jackets to have two (2) combination pockets that include: Patch pockets (8x8) with flaps. Flaps shall be secured by Velcro tab. Two (2) side hand warmer pockets lined with fleece. One inside left breast pocket with zipper closure. One outside left breast radio pocket with flap and drain hole. Flap is secured with a Velcro tab.

**Reflective Tape**

All jackets shall have 2” ANSI/ISEA 107 Level 2 compliant, silver glass bead tape that encircles the sweep, cuffs, chest, biceps and in a harness configuration over the shoulders. The bottom edges of the tape are to be at least 2-inches above hem on both sweep and cuff. Tape on bicep must align with tape on chest and back. No gaps in tape shall exceed 2”. Tape and layout to conform to ANSI 107 Class 3 requirements.



**Jacket Logo Stencils**

Coats and jackets must have 3” high black lettering on center back of each garment; letters shall read: NHDOT. Letter stroke shall be ½ inch in width.

**Jacket Size and Length**

All jacket sizes shall correspond to the appropriate measurement on chart:

<b>SIZE:</b>	<i>S</i>	<i>M</i>	<i>L</i>	<i>XL</i>	<i>2XL</i>	<i>3XL</i>	<i>4XL</i>	<i>5XL</i>
Chest Size	36-38	40-42	44-46	48-50	52-54	56-58	60-62	64-66
Front Body Length	29	30	31	31	32	32	33	33
Back Body Length	31.5	32.5	33.5	33.5	34.5	34.5	35.5	35.5
Chest Width	44	48	52	56	60	64	68	72
Sleeve Length	37	38	38.5	39	39.5	40	40.5	41

## **OVERALL STYLING & FEATURES**

All overalls shall be two piece bib style construction. All overalls shall be snap fly front. Overall waist has one (1) set of snaps on each side for adjustment. All overalls are ANSI/ISEA 107 Class E compliant for high visibility. All overalls are ANSI/ISEA 107 compliant for breathability.

### Suspenders

All overalls shall have heavy duty elastic suspenders stitched to the back of overalls and attached to the front of overalls with two (2) heavy-duty, non-corrosive, non-skid quick release buckles. Buckles are attached to overall bib with self-material loop stitched to the top of the bib. Suspenders have black suspender crossover.

### Leg Cuffs

All overalls shall have Velcro take-up straps at leg cuffs.

### Reflective Trim

All overalls shall have two bands of 2" ANSI/ISEA 107 Level 2 compliant, silver glass bead tape fully encircling each cuff. One band of tape is to be between 12" and 13" above leg hem of overalls, the other band is 2" above the leg cuff. No gaps in tape shall exceed 2". Tape and layout shall conform to ANSI 107 Class E requirements.



### Overall Size and Length

All overall sizes shall correspond to the appropriate measurement on chart:

<b><i>SIZES</i></b>	<b><i>S</i></b>	<b><i>M</i></b>	<b><i>L</i></b>	<b><i>XL</i></b>	<b><i>2XL</i></b>	<b><i>3XL</i></b>	<b><i>4XL</i></b>	<b><i>5XL</i></b>
Waist Size:	32-34	36-38	40-42	44-46	48-50	52-54	56-58	60-62
Inseam Length:	28	29	30	31	32	33	33	33

## **PACKAGING & LABELING**

### Package

Jackets, Coats and Overalls will be packed separately in polybags with size labels.

### Garment Label

Label to indicate Manufacturer and size are stitched in the neck of the jacket and coat and in the back waist of the overall.

Label to indicate ANSI/ISEA 107 compliance including pictogram and care instructions are stitched into the inside body of the jacket and coat and in the bib of the overall.

### **Delivery Time:**

Successful Vendor agrees to complete delivery of items within 60 days after receipt of Purchase Order or sooner. Prices offered must include all products and delivery costs. No backorders or split deliveries to any one delivery location. Call District contacts 24-48 hours in advance of delivery to ensure staff will be available to receive goods with proper equipment to unload.

**VENDOR CONTACT INFORMATION:**

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

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

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

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

NHDOT-Logo



LOGO NHDOT  
Specification.doc

# NHDOT

FONT = Ariel Narrow BOLD

FONT SIZE = 300 points

Character Spacing = Condensed by 39.5 points