

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: 3/24/16

Bid No.: 160-16

Date of Bid Opening: 4/6/16
Time of Bid Closing: 10:00 AM (EST)
Time of Bid Opening: 10:15 AM (EST)

YOU MAY EMAIL YOUR BID TO ALAN HOFMANN AT: EMAIL PRCHWEB@NH.GOV

BID INVITATION FOR CONTRACT: TRUCK SERVICE BODY WITH AERIAL LIFT-SUPPLY AND INSTALL

[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# 160-16 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 apply to this Bid and any resulting Purchase Order or Contract.

Form P31-B

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: TRUCK SERVICE BODY WITH AERIAL LIFT (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**. 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.

3/24/2016	Bid Solicitation distributed on or by
3/30/2016	Last day for questions, clarifications, and/or requested changes to bid
4/6/2016	10:00 (EST) AM Bid CLOSING
4/6/2016	10:15 (EST) AM Bid OPENING
4/7/2016	Estimated Notification of Award to apparent low bidder

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/>

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 first page, and sign the bid in the space provided on that page. The Transmittal Letter page must be notarized to be an official submission.

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 Alan Hofmann at the following address: alan.hofmann@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. Call James Lamora at 603/ 271-1665 to make an appointment to view the intended installation. 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 the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

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 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 within thirty (30) business days from notification that the truck is available to be picked up.

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

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account numbers as well. Should any State of New Hampshire agency (or sub-section of an agency) place an order under the contract, the successful Vendor agrees to establish an account within three (3) business days from the date the order is placed. However, there must be no delay in any shipment; the agency (or sub-section of the agency) must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for the agency. Accounts for eligible participants will be in accordance with their individual requirements.

The successful Vendor shall not require the filling out or signing of any other document by State of New Hampshire personnel.

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

REQUISITION NO.: 163364

CONTRACT AWARD:

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

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 as to what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all 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 equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer must match or exceed the one(s) indicated and you must demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that don't meet the minimum standards will not be accepted. Product literature and specifications may be enclosed.

OFFER:

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.

<u>QTY</u>	<u>UNIT</u>	<u>DESCRIPTION</u>	<u>DELIVERED/INSTALLED PRICES</u>	
			<u>UNIT PRICE</u>	<u>EXTENSION</u>
3	EACH	NEW, SUPPLY AND INSTALL - TRUCK SERVICE BODY WITH PERSONNEL AERIAL LIFT AS PER THE FOLLOWING D.O.T. WRITTEN SPECIFICATIONS	\$ _____	\$ _____

Service Body
Make and model _____
Bidder to submit detailed manufacturers specifications/literature

Aerial Lift
Make and model _____
Bidder to submit detailed manufacturers specifications/literature

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:

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

GENERAL: This specification covers the State of New Hampshire's requirements for a Heavy Duty galvanized service body and 36' articulating/telescopic aerial lift. Body and lift shall be mounted by successful bidder on:

- 15,000# GVWR 2016 Ram 4500 series with a 6.4L gas engine, dual rear wheel cab & chassis with a 60" CA supplied by the state.
- Two (2) of the C/C units are 2 wheel drive with transmission PTO.
- One (1) of the C/C units is 4 wheel drive with transmission PTO and plow prep package.

The chassis will be picked up at the State DOT Mechanical Services Garage by the vendor and returned when installation is completed.

SERVICE BODY

Construction/Configuration:

- Body to be constructed of galvanized (or "Galvanneal") sheet steel and primed with iron oxide or zinc chromate primer.
- Exterior painted to match cab.
- Compartment depth shall be minimum 20" with adjustable trays.
- Plated chain or cable supports required on all horizontal doors.
- All compartment door hinges shall be bolt on type with stainless steel hinge brackets and bushing inserts.
- All compartment doors shall be equipped with keyed alike locks, adjustable striker plates and 2-stage safety catches. Adhesive mounted automotive type rubber seals shall be used on all doors.
- Underside of service body to be completely covered with LINE-X or Extreme hi-pressure, high heat product protection.
- Body shall be equipped with a drop in wood tailboard and a non-skid step which shall not protrude more than 4" from tailpiece.
- An ICC diamond plate tailpiece shall extend 24" and be equipped with ½" draw plate with "D" hooks and a 2" receiver tube.
- A handrail is required.
- All tail lights recessed and reflectors as required by state and federal laws shall be installed on the tailpiece.

Mounting:

- The body cross members must bear directly on the truck frame or on a hardwood filler at least 2-1/2" wide, contoured to the truck frame to provide a level mounting surface where possible.

Reference Information:

- The Reading Standard Series Model 108DW with compartment layout AB, Warner 108MI, Dakota 108DW and any other make and model when built and meeting the above specification, is indicative of the design and quality required.

36' ARTICULATING/TELESCOPING AERIAL LIFT

It is the intent of this specification to describe the minimum requirements for a single passenger non-insulated aerial lift, installed on a suitable chassis (supplied by the State), delivered and ready to operate.

GENERAL:

- Stowed Height – 10'-5" MAXIMUM - NO EXCEPTIONS
- Height to Bottom of Basket - 36' (Minimum)
- Working height – 40' (Minimum)
- Horizontal Reach - 25' (Minimum)

CONTROLS:

- Full control at bucket shall be provided by a 12 Volt DC control system operating solenoid control valves.
- Toggle switches shall be controlled from outside the left front (Boom) side of the bucket with vinyl cover and at right rear of utility body and include engine start, stop and bucket leveling.
- Manual override actuators are required at the right rear end of service body.
- All controls shall be weatherproof and accessed through weather sealed door at back of the body.
- Controls shall be spring loaded and automatically return to neutral position when released.
- A 120V GFI receptacle shall be located in the bucket.

BUCKET:

- An end mounted bucket with dimension of a minimum of 24" X 30" X 42", with a walk-thru splicing bucket with door and soft cover, rated at 350 lbs. capacity

BUCKET LEVELING:

- A hydraulic bucket leveling system shall incorporate a master/slave cylinder system.
- Control of the directional valve, which stows/un-stows and levels the bucket, shall be provided both at the bucket and inside the service body control box or a 30ft hand held remote controller

HYDRAULIC SYSTEM:

- The hydraulic system shall be driven by a PTO driven pump, rated at minimum 2 gpm, with a minimum 1,300 psi operating pressure.
- A master switch inside the cab shall engage the pump and energize the lift's electrical control circuit.
- System shall be equipped with a manual shut off valve, a 100 mesh suction line filter and a 10 micron filter with bypass in the return line. A 7 gallon baffled reservoir with sight glass shall be incorporated in or at the pedestal.
- Hydraulic system shall provide extension and retraction at the same speed.
- System shall be equipped with a relief valve to maintain a safe working pressure.

ROTATION:

- The boom shall rotate 360 degrees, continuous in either direction via a hydraulically driven worm and spur gear or a non-continuous rotation achieving 370' degrees with a mechanical stop.
- The rotation bearing shall be shear-ball type, shielded to prevent foreign objects from interfering with its rotation.
- A relief valve or limit switch shall prevent over torque of rotation system.

STABILITY:

- An under frame 2" torsion bar (Stable Ride Model UF-24007) shall be installed.

SAFETY:

- Counter balance holding valves shall be installed to prevent creeping and shall lock cylinders in the event of hydraulic failure.
- Full function emergency power system.
- All pivot points shall be hi-strength alloy steel and chrome plated.
- All hoses shall be secured inside the boom for protection.
- Unit shall have a 3:1 structural safety factor and a 5:1 safety factor on any Fiberglass components.
- A safety "D" Ring shall be attached to the inner boom, separate from the bucket.
- Self-locking worm gear drive shall prevent rotation drift.
- Wear pads shall be infinitely adjustable and easily replaceable.

SDS's:

- Manufacturer shall supply two (2) complete sets of Safety Data Sheets for all construction and coating materials used in both the construction and finishing of all equipment and fluids furnished.

INSPECTIONS:

- The vendor shall provide, at no cost to the State, 2 complete equipment safety inspections meeting the requirements of all applicable OSHA and ANSI standards.
- The first inspection shall be performed 6 months after the In-Service Date and the second immediately prior to the expiration of the manufacturer's warranty.

WARRANTY:

- Unit shall be warranted for one year, no cost, from the truck's in-service date (determined by D.O.T.).

MANUALS:

- Two complete sets of Operator, repair and parts manuals shall be provided with each unit.

NOTE:

The Versa lift SST-36NE when equipped to meet the above specification and is indicative of the type and quality required. Other makes and models will be considered as long as they meet the specification stated within. Only Bids from established vendors with service and repair facilities within a 45-mile radius of Concord, NH will be considered.

This specification is for paint and primer (coating supplies) provided to NHDOT and for primer and paint coatings utilized on equipment supplied to NHDOT.

All coating supplies and coatings utilized on equipment surfaces that are normally primed and painted shall be suitable for severe exposure to road salt and abrasion. Coatings shall conform to all applicable federal and state regulations and criteria pertaining to chemical and VOC content.

Coatings containing any compound that would render the waste paint, in its dried form, a hazardous waste per NH Code of Administrative Rules Chapter Env-Hw 400 are prohibited. This includes, but is not limited to, RCRA listed metals (e.g., Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Silver, Selenium) other than naturally occurring trace amounts associated with the coating pigments. The intent of this specification is to obtain or utilize paint such that any concentration of these metals shall not produce a TCLP test result that would fail NH DES toxicity characteristic standards and will meet the latest governing regulatory criteria.

Coatings shall not contain hexavalent chromium or cadmium. For the purposes of this specification, a coating product "contains hexavalent chromium or cadmium" if hexavalent chromium or cadmium was introduced as a pigment or as an agent to impart any property or characteristic to the coating during manufacturing, distribution, or use of the applicable coating. Coatings supplied shall not contain a total VOC content greater than 2.8 lbs/gal (340 g/l).

A written certificate of conformance to these specifications shall be submitted to NHDOT, for coatings utilized on equipment supplied to NHDOT, indicating these compounds do not exceed Toxicity Characteristics of NH Code of Administrative Rules Env-Hw 403.06, Table 4.9, and Regulatory Limits. Material Safety Data Sheets are not sufficient documentation of conformance. Laboratory test results must be supplied with the written certificate. The following test methods are incorporated by reference herein, and shall be used to test coatings.

1. American Society for Testing and Materials (ASTM) Method D3335-85a (1999), Standard Test Method for Low Concentrations of Lead, Cadmium, and Cobalt in paint by Atomic Absorption Spectroscopy.
2. American Society for Testing and Materials (ASTM) Method D3718-85a (1999), Standard Test Method for Low Concentrations of Chromium in paint by Atomic Absorption Spectroscopy.
3. EPA Test Method 1311 – TCLP Toxicity Characteristic Leaching Procedure.
4. Latest version of EPA Test Methods 3010/6010 (as referenced on the EPA web-page for test methods)
5. Alternative methods which are shown to accurately determine the concentration of hexavalent chromium or cadmium compounds in a subject coating product or its emissions may be used upon written approval.

1.0 THE COATINGS ALSO SHALL MEET THE FOLLOWING CRITERIA:

2.0 SOLIDS CONTENT

- % By Volume 45- 60
- % By Weight 55 –70
- Recommended Dry Film Thickness 1 – 2 ml (Bulk Orders Only)
- Wet Film Thickness to Achieve 2 ½ - 4 ½ ml (Bulk Orders Only)
- Practical Coverage at DFT 325 – 650 sq. ft.
- Dry Time (70 – 80° F and 50% humidity)
 - Tack Free 4 – 6 hours
 - Handle 12 – 16 hours
 - Recoat 24 hours

Please include, paint manufacturer, paint color, part number and description of each color used on the equipment.

PAINT SPECIFICATION COMPLIANCE:

The successful vendor shall be required to submit written certificates including lab results within 14 calendar days after notification that they are the apparent low bidder.

We will need a letter from the vendor indicating the test result provided is for a sample of the paints to be use on the equipment to be provided. The letter shall specifically reference paint manufacturer name, trade name(s)/product ID Number. Also, the letter is to indicate that the paint is the only color used on the chassis, frame, and body. If there is more than one color, additional test results for the other colors will be required.

SUBMIT TO: NH DEPARTMENT OF ADMINISTRATIVE SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET, ROOM 102
CONCORD NH 03301
ATTN: ALAN HOFMANN, PURCHASING MANAGER
PHONE: 603-271-2550
E-MAIL: alan.hofmann@nh.gov

