

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Point of Contact: Karen Dorsett  
Telephone: (603) 271-3146  
Email: Karen.Dorsett2@NH.GOV

RE: Bid Invitation Name: **Generator Maintenance & Repair Services**  
Bid Number: **BID 1837-16**  
Bid Posted Date: January 13, 2016  
Bid Opening Date and Time: **February 2, 2016 @ 2:00 PM (EST)**

[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 # 1837-16 for Generator Maintenance & Repair Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

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

NOTARY PUBLIC/JUSTICE OF THE PEACE

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

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

**REQUEST FOR BID FOR GENERATOR MAINTENANCE AND REPAIR SERVICES FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract(s) for Generator Maintenance and Repair Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections 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 one 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.

1/13/2016	Bid Solicitation distributed on or by
1/22/2016	Last day for questions, clarifications, and/or requested changes to bid
2/2/2016	2:00 (EST) PM Bid Opening
2/16/2016	Estimated Notification(s) to Award to apparent low bidder/s

**CONTRACT TERM:**

The term of the contract shall be from July 1, 2016 or upon Governor and Executive Council approval, whichever is later, through June 30, 2019 a period of approximately three (3) years. The contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive. The maximum term of the contract (including all extensions) shall not exceed five (5) years.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under the contract(s). However, they are responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability of any kind between the successful Vendor and any of these entities.

**SPECIFICATIONS:**

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the Vendor shall address all requirements for information as outlined.

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and will not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

The Vendor's signature on a bid submitted in response to this request guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**LIABILITY:**

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

**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 RFB opening, 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.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the 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 prior to the issuance of a contract. Vendors shall comply with the certifications below throughout the term of any contract which results from this bid. Failure to comply shall be grounds for the termination of any contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to any award, Vendor **MUST** 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://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract, 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 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.

**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.

**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.

**BID INQUIRIES:**

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.

The Vendor shall include complete contact information including the Vendor's name, telephone number, fax number and e-mail address.

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**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, 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>.

**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 above on Page 2.
- 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.

#### **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, processing charges (including credit card transaction fees), delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time (to include writing them separately in the RFB "Offer" section). Any and all charges **must be built into your 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".

#### **PAYMENT:**

**See Offer Section:** 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>

#### **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 by section and based on the net low of the weighted values of Sections A through M.

- Section A-J is weighted at 60% for an annual cost by location.
- Section K is weighted at 20% for repair work/emergency service calls.
- Section L is weighted at 20% for rental of generators for daily, weekly and monthly cost
- Spare Part Section is not weighted but is fixed at 10% for discount of parts

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 Contract(s).

Any resulting contract(s) shall become effective on the date approved by the Commissioner of Department of Administrative Services for the State of New Hampshire.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening, the names of the vendors submitting responses and pricing will be made public. Other specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

**Bid results may also be viewed on our website at <http://das.nh.gov/purchasing>.**

**SITE VISITATION:**

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended repair services, to determine everything necessary to accomplish the service. The site visitations are scheduled upon request with the agency (**see Attachment A-Offer Sheet for contact information**) to make an appointment to view the site of the intended repair service. 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 service.

**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. The scope of work shall include generator maintenance and repair services, at the locations listed in Attachment A.

Generator maintenance and repair services shall be completed in fourteen (14) calendar days or mutually agreed upon with agency and successful Vendor(s) upon notification from the using agency. The successful Vendor(s) shall submit a proposed schedule to each state agency requesting services at least ten (10) calendar days prior to each period for semiannual or annual services.

Vendors may bid on one or more **Locations** as listed within the offer section. Each section must be fully completed to be compliant. See "Award" Section for further information.

Vendors may also make site visits to any individual locations they wish to bid on if applicable. The act of submitting a bid shall be considered in full acknowledgment that the Vendor is familiar with or had the opportunity to become familiar with, the conditions and requirements of these specifications with ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites relating to this bid.

The successful Vendor(s) agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

The successful Vendor(s) shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

The successful Vendor(s) shall promptly report all deficiencies to the Business Administrator or his/her designated representative. Request to repair and/or replace parts shall be approved in advance by the Business Administrator or his/her designated representative prior to any actual work being performed by the successful Vendor(s). Parts, materials and labor shall be invoiced separately. The State reserves the right to request the successful Vendor(s) to supply the State with invoices from suppliers documenting the successful Vendor's cost.

The successful Vendor(s) shall perform the services as described herein, maintain or have readily available spare parts to support the described systems at the successful Vendor's cost throughout the duration of the contract.

The successful Vendor(s) shall provide only replacement parts that are new and of the same quality and brand name as that being replaced. Substitutions will be permitted only with prior authorization of the Business Administrator or his/her designated representative.

All repair services shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.

The successful Vendor(s) shall make service available twenty-hour (24) hours per day, seven (7) days per week. Normal system testing and inspections shall occur on Monday through Friday between 7:00 AM and 4:00 PM. The successful Vendor(s) shall be paid for service work that is required. The successful Vendor(s) shall employ a sufficient number of trained technicians so that all service calls are answered promptly. The successful Vendor(s)

shall respond to the State by telephone to all service calls within fifteen (15) minutes of reported occurrence. The successful Vendor(s) shall physically respond to the site within four (4) hours after report of occurrence except Coos County. Coos County Superior Court's acceptable response time is six (6) hours.

The successful Vendor(s) shall be presented after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon.

The State reserves the right to require the Vendor(s) to train, counsel or reassign any employee whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the Vendor(s) services.

All work must be performed in such a manner as not to inconvenient building occupants. The successful Vendor(s) shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

The State shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the successful Vendor(s) of any malfunction in the system(s) that comes to the State's attention.

All services shall comply with applicable standards as set forth by the National Fire Protection Association (NFPA) 110: Standard for Emergency and Standby Power Systems and any state or local fire codes. The successful Vendor(s) must produce documentation when biocide additive is added to the fuel storage tank with quantity and ratio of additive.

All services performed under this Contract(s) shall be performed between the hours of 7:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

**SECTION A THROUGH J ANNUAL RATE/YEAR FOR A TOTAL OF THREE (3) YEARS BY AGENCY**

**Major Inspection** to be performed once a calendar year. Service to include but is not limited to:

IGNITION	Change all spark plugs Change points Change condenser Check distributor cap and rotor and change. If necessary Check all ignition wires and replace, if necessary Check start solenoid terminals Check and adjust choke, when applicable
ENGINE	Change lube oil Change lube oil filter Tighten valve covers Fill governor sump with lube oil, when applicable Lubricate governor linkage Service oil bath air cleaner, when applicable Check entire unit for noticeable oil leaks
COOLING SYSTEM	Test coolant protection Test coolant alkalinity Check water hoses – both upper and lower Check bypass hoses Check fan belts Check engine block heater for operation, when applicable Check louver operation Check water filters Change antifreeze solution (every two years)
EXHAUST SYSTEM	Check flexible section for cracks or leaks Drain condensation trap, when applicable Check exhaust flange gaskets Check exhausts muffler and drain, when applicable Visually inspect entire exhaust system for leaks
FUEL SYSTEM	Change primary and secondary fuel filter diesel only Check injector fuel lines diesel only Check flex fuel sections Check fuel pump Check fuel connections and tighten Check fuel solenoid Check day tank float Check regulator (Gas) Add biocide additive to fuel storage tank
BATTERY	Load test battery Check specific gravity of battery Check battery voltage Clean battery cables and replace Clean battery terminal on cables Clean battery posts and coat same Check fluid level and fill Recharge and /or replace
STARTING SYSTEM	Check starter motor solenoid terminal Check starter motor Check charge rat on alternator or internal charge circuit Check alternator belt

ELECTRICAL	<ul style="list-style-type: none"> <li>Check exciter</li> <li>Check voltage regulator</li> <li>Check rotating diodes</li> <li>Check rectifiers</li> <li>Check brushes</li> <li>Clean collector rings</li> <li>Clean carbon deposits</li> <li>Check SCRS</li> <li>Check control panel relays</li> <li>Check wiring and terminals</li> <li>Check solid-state boards for connections</li> </ul>
OPERATIONAL CHECKS	<p>Start generator and conduct safety shutdown tests for the following:</p> <ul style="list-style-type: none"> <li>Low oil pressure</li> <li>High water temperature</li> <li>Over speed</li> <li>High air temperature, air-cooled sets only</li> <li>Check voltage output</li> <li>Check frequency (Hz)</li> <li>Record hour meter reading, when applicable</li> <li>Check unit for vibration and any unusual noises</li> <li>Run unit full building load-minimum of 30 minutes</li> </ul>
AUTOMATIC SWITCH	<ul style="list-style-type: none"> <li>Inspect contactor assembly and connections</li> <li>Check exerciser clock and time setting</li> <li>Check time delays</li> <li>Check battery charger for proper output</li> <li>Check selector switch</li> <li>Check voltage sensors for visual condition</li> <li>Start and stop generator from transfer switch</li> </ul>
AUTOMATIC TRANSFER SWITCHES (ATS)	<ul style="list-style-type: none"> <li>Check connections</li> <li>Inspect or test for evidence of overheating and excessive contact erosion</li> <li>Remove dust and dirt</li> <li>Inspect and/or replace contacts when required</li> <li>Infrared testing/inspection under load</li> </ul>
FINAL CHECK	<ul style="list-style-type: none"> <li>Check field breaker is in the ON position</li> <li>Check that selector switch is in the automatic mode</li> <li>Start and stop generator using generator controls</li> <li>Start and stop generator using the switch controls</li> <li>Start and stop generator using exerciser clock</li> </ul> <p>*Receive prior approval from supervisory personnel before performing this function.</p> <p>Reset generator and leave set in the remote position</p>
GENERAL INSPECTION OF SITE	<ul style="list-style-type: none"> <li>Inspect site for any debris or obstructions, which could cause a potential Problem or may be hazardous to the operation or surrounding area.</li> <li>Report any problems to the Agency Contact Person.</li> </ul>

This major inspection includes parts, lubricants, coolants, material or labor used in any of the above service level maintenance programs.

- \* **Minor Inspection** to be performed once a calendar year, approximately 6 months after the Major Inspection\*.
- A. Visually check and subsequently operate the system under full load conditions for a minimum of 30 Minutes, after informing the residential staff that the test will be performed.
  - B. Confirm that all circuits powered by the system are functioning fully and make any required deficiency repairs
  - C. Verify that all safety devices are functioning properly.
  - D. Verify that the governor/controller is adjusted for proper voltage and frequency.
  - E. For additional service, other than above, an hourly repair rate will be utilized.

\*Any parts, coolants or materials unrelated to the inspection, must be approved by the Agency Contact.

**RECORD OF INSPECTION:** Upon completion of each scheduled testing and inspection service, the successful Vendor(s) shall provide a report of work performed to the respective Maintenance Supervisor and/or designee. The report shall contain specific information regarding testing/inspection results of the identified equipment and/or devices within the system. The report shall be submitted no later than ten (10) calendar days after completion of scheduled service and a duplicate copy shall accompany the testing/inspection invoice.

The successful Vendor(s) shall be completely responsible for their work, including any damages or breakdowns caused by their failure to make appropriate action. Any expenses associated with repairs shall be assessed to the Vendor(s).

### **SECTION K – Service Rates (Repair / Emergency Services)**

Repair Services:

- Successful Vendor(s) shall quote all parts, labor (per hour/person) between the hours of 7:00 A.M. to 4:00 P.M., for generator repair services that are not covered under the major and minor inspections. All labor rates shall start when personnel arrives at the work site and end when personnel leaves the work site.

Emergency Services:

- Successful Vendor(s) shall quote standard hourly rate, **4:01 P.M. to 6:59 A.M., Saturday, Sunday, and Holiday.** All labor rates shall start when personnel arrives at the work site and end when personnel leaves the work site.
- Mileage charges incorporated into the hourly repair/emergency services rates shall be based on the successful Vendor(s) nearest dispatch location to requesting agency, regardless of technicians actual dispatch location.
- Successful Vendor(s) shall provide one (1) dispatch phone number that shall be available 24/7.
- Acknowledgement via phone -15 minutes from receipt of call
- Power outages on site within 30 minutes of notification acknowledgment if the facility generator is still not operable within 8 hours of initial notification, the successful Vendor(s) shall supply a rental generator as stipulated below under Section M– Rentals at the selected Turnpike locations, as attached. Selected Turnpike generators shall be fixed within one week after acknowledgement, if not fixed within that time frame the successful Vendor(s) will be responsible for all rental cost thereafter.

### **Spare Parts Discount**

Spare Parts Catalog

- Spare parts used for repair shall be based off a 10% discount manufacturer's price list of successful Vendor(s)'s in house price list, and held firm for a year. Increases are allowed on replacement parts after June 30, 2017 and must be accompanied by an updated manufacturer's or Contractor's in-house price list. The 10% discount shall stay the same.

### **SECTION L – Rental**

Rentals shall be provided with flat rate price. Rental of generator shall be compatible to current size and accommodation as existing.

All generator rental rates quoted are based on the successful Vendor(s) capability to fix the facility generator to a fully functional operational capacity within 6 - 8 hours, as stated. If the facility generator is still not operable within 6 hours, the successful Vendor(S) shall supply a rental generator within 8 hours or less of initial notification as stipulated above under Section K – Emergency Repairs. The rental generator shall remain on-site at the quoted rates until the facility generator is fully functioning or such time as agreed upon by both parties. Generator rental rates shall be at a fixed rate until the facility generator is fully functional. It is the responsibility of the successful

Vendor(s) to drop off and pick-up rental generators upon final repair or notification by the user agency. It shall be the user agency's responsibility to fuel the rental generator after receiving proper instructions by the Vendor.

**No Additional Fees:** Downtime, cleaning, Stand-By, Operator/Technician Rate, Lodging, Travel, Mileage. Successful Vendor(s) shall be responsible for supplying qualified personnel to make sure the rental generator is properly serviced during the rental period, properly hooked-up to the facility and fully functioning when delivered.

**Vendor(s) Responsibilities are as follows:**

**Maintenance Summary:** All generator rental units supplied by the successful Vendor(s) shall be the responsibility of the Vendor(s), until such time, the facility generator is fully operational. Any routine maintenance to be performed on the rental generator shall be the responsibility of the successful Vendor(s).

**Fuel:** All units are to be delivered with full fuel tanks. Customer shall return units full or be charged for cost of refueling at prevailing rate.

**Electrical:** Successful Vendor(s) are responsible for proper electrical connections to generator output terminals.

**Safety:** It is the successful Vendor(s)'s responsibility to maintain the strictest safety standards. This may require posting warning notices, cordoning off operation areas and/or providing security personnel if there is any reasonable expectation that unauthorized persons, children, animals or other individuals may accidentally come into contact with electrical equipment during the rental period. It is the successful Vendor(s)'s responsibility to provide qualified and experienced personnel to make sure all rental generators and equipment are fully functional and to provide a qualified operator at start-up/ delivery and pick-up.

**NOTICE:** Sound attenuated generator sets must be serviced by a qualified service technician provided by or approved by Vendor.

Rentals shall be provided with flat rate price. Rental of generator shall be compatible to current size and accommodation as existing.

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. Mark up prices shall apply upon approval of the Agency and the Bureau of Purchasing.

**WARRANTY REQUIREMENTS:**

The successful Vendor(s) shall be required to warranty all of the equipment awarded for a period of not less than the manufacturer's United States warranty standard period of time or standard number of years indicated by manufacturer, 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.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The Vendor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract drawings.

The Vendor 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. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

**PERFORMING SERVICES:**

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

**OFFER:**

Vendor hereby offers to perform the services to the State of New Hampshire as specified in Attachment A, in complete accordance with general and detailed specifications included herewith.

Successful Vendor(s) shall complete all portions of the Offer Section; Vendors must indicate the major and minor inspection rate per facility for each year by county, the rates for repair service/emergency service calls per hour, and the generator rentals rate per day.

The successful Vendor(s) shall not be reimbursed for mileage and travel time for the major and minor inspection services.

Mileage and travel expenses for repair/emergency services shall be built into the repair/emergency services hourly rate. No mileage or travel expenses can be added separately to the invoice.

No partial bids will be considered. The State reserves the right to add/remove one or more locations from the bid at the price quoted in the bid with the remaining locations serviced at the individually quoted prices. **If an item is a "No Charge" to the State of NH, the successful Vendor(s) shall enter \$0.00 in the offer.**

**See Attachment A: Offer Sheet (Fill in Section A-J, Columns M-O, Section K & Section M).**

**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 #

The following attachment is an integral part of this bid invitation:

1. Attachment A: - entitled: "Offer Sheet "

**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		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel ( <i>if applicable</i> )			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) ( <i>if applicable</i> )			
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.