

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

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

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

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

To: **Point of Contact:** KATIE DALEY  
Telephone: 603/271-3135  
Email: Kathleen.Daley@nh.gov

RE: Bid Invitation Name: **STATEWIDE ROOFING REPAIR**  
Bid Number: **1924-17**  
Bid Posted Date (on or by): **10/11/2016**  
Bid Opening Date and Time: **10/20/2016 @ 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 # 1924-17 for Statewide Roofing 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;
  - 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 STATEWIDE ROOFING REPAIR SERVICES  
FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for statewide roofing 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 under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

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

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

10/11/2016	Bid Solicitation distributed on or by
10/17/2016	Last day for questions, clarifications, and/or requested changes to bid
10/20/2016	2:00 (EST) PM Bid Opening

**CONTRACT TERM:**

The term of the contract shall be from November 1, 2016 or the date of award, whichever is later, through October 31, 2019, a period of approximately three (3) years, upon approval of the Commissioner of the Department of Administrative Services.

**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.

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

A signed response further signifies that 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.

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 OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits and addenda) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of RSA 21-G: 37.

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, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal 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 the following manner:

1. If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note "confidential" beside the highlighting. Use of any other term, such as "proprietary", "not for public use", or "for client's use only", is not acceptable.
2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked "confidential," clearly noting to which section or part of the bid or proposal the segregated materials pertain.

You must also provide a letter to the person listed as the point of contact for this RFB or RFP, identifying the specific page number and section of the information you consider to be confidential information and provide your rationale for each designation.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Bids or proposals submitted with markings not in conformity with the foregoing provisions of this request for submission, or submitted without an explanation of the Vendor's rationale for a confidentiality designation, may be deemed not to comply with the requirements of the bid or proposal (subject to correction and cure).

Notwithstanding any provision of this request for submission to the contrary, proposed pricing will be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the 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 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 the contract at any time by giving the successful Vendor a thirty (30) day written notice.

#### **VENDOR CERTIFICATIONS:**

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

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.
- **NHDOT PRE-QUALIFIED CONTRACTS LIST:** Prior to the bid opening, **vendors must be approved as a New Hampshire Department of Transportation Pre-qualified Contractor.** To view the NHDOT pre-qualified contractor's list or for information to submit an application, please visit NHDOT's website at: [www.nh.gov/dot/business](http://www.nh.gov/dot/business) (click on Contractors (on the left hand side, then see Pre-qualifications section, where the currently "Pre-qualified Contractor List" is available as well as the "Contractor Pre-qualification Package"). Vendors must be pre-qualified under the classification "roofing".

#### **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, clarifications, and/or requested changes must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and must be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date 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 Katie Daley at the following address: [Kathleen.Daley@NH.Gov](mailto:Kathleen.Daley@NH.Gov)  
Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**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

<https://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:

<https://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 (if applicable); 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.

**PAYMENT:**

**See Offer Section:** Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**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 in item 14 of the form # P-37.
- 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.

**SCHEDULE OF RATES:**

All rates will start when the Vendor has arrived at the requested work site, and rates will stop when work stops at the work site for the day. Please note the work shall be performed during the daylight hours and shall be between the hours of 8:00 am and 4:00 pm, 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.

All rates are inclusive rates and shall include: labor, standard tools, and equipment of the trade, mileage, parking, tolls, transportation, lodging, and meals. Rates are to also include all roofing material disposals. The personnel shall be required to bring the proper tools (hand tools, small power tools, ladders, etc) of the trade and supplies applicable when first arriving at the work site.

**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 unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".*

**AWARD:**

The award shall be made to the pre-qualified Vendor(s) meeting the criteria established in this RFB and providing the lowest cost gross hourly rate offered per county as indicated in the "offer" section. It is the State's intent to award a primary contract to the vendor offering the lowest gross hourly rate offered per county as listed in the offer section and secondary contract to the vendor offering the second lowest gross hourly rate offered per county as listed in the offer section. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract. If an award is made it shall be, in the form of a State of New Hampshire Contract(s).

Agencies shall contact the primary contract holder for all awarded requirements; if the primary is not available or is not certified for the requested roof system, the agency will then be able to source from the secondary contract holder.

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 <https://das.nh.gov/purchasing>

**SPECIFICATIONS:**

The following table shall be indicative of the types of roofing repair services requested under any resulting contract(s):

Item	Spec Sect.	Title	Description
1	7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.
2	7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.
3	7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.
4	7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.
5	7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.
6	7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.
7	7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.
8	7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish. To include torch down work if
9	7531	Single Ply Roofing - Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.
10	7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.
11	7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.
12	7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.
13	7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.
14	7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.
15	7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.
16	7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.

## **SCOPE OF SERVICES:**

Work of this contract consists of assisting the State in identifying the cause of, recommending and performing repairs to roofing, flashing, and associated structure to eliminate water infiltration problems on State owned/occupied buildings.

The scope of work is limited to repair an area of up to 350 square feet. Repair of multiple areas on one building which exceed this area will not be immediate cause for voiding the terms of this contract.

General: All roofing repair work is to be completed in accordance with the requirements set forth herein. The scope- of-work includes the removal, transport, and disposal of roofing materials located at the state facility. Work is to be completed in accordance with the schedules stated herein, in the Contract Documents, and as designated by the State of New Hampshire. It is essential that all work be phased and scheduled as required to facilitate the State of New Hampshire's renovation and upgrade work. All work is to be completed in strict accordance with applicable local, state, and federal codes and regulations and the requirements stated in this specification and Contract Documents.

**All work is to be performed by competent workers. Competent workers are personnel trained in accordance with Industry and Manufacturers Standards in the use of the materials and installation to be provided, with at least three(3) years' experience in performing the work, or under the direct supervision of personnel meeting this requirement.**

### **EQUIPMENT:**

All specialized rental equipment (personnel lifts, scaffolding, cranes, compressors, etc.) required to access the work is to be provided by the successful vendor. Costs for the equipment are to be dated invoice rate receipt, plus 10 percent.

### **MATERIALS:**

Rates for new materials utilized to complete the roofing repairs shall be verified by the dated receipts, referencing the specific location. Invoicing shall be done by the dated cost receipt plus 10 percent.

### **CONTRACTOR USE OF PREMISES:**

General: The Contractor shall limit the use of the site to the work indicated, so as to allow for the State of New Hampshire operations and general construction activity. Confine operations at the site to the specified work areas of the specification. Take all precautions necessary to protect the site, buildings, any occupants, and surrounding areas from work-related hazards during the construction period. Maintain building in a safe and structurally sound condition throughout the work. Provide additional barriers and site security as needed to accommodate such access.

Install solid barriers to prevent unauthorized access and visibility from adjacent, public or State of New Hampshire- occupied areas as designated by the State of New Hampshire and using materials and construction methods approved by applicable regulations. Contractor shall work in cooperation with, and coordinate all work with the State of New Hampshire project supervisor.

### **STOP WORK:**

If the State of New Hampshire presents a written or verbal stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by the State of New Hampshire.

### **STANDARDS:**

Applicability of Standards: It is the Contractor's responsibility to complete all work in accordance with (or exceeding) all applicable industry standards and guidelines including manufactures published specifications and installation instructions, applicable ASTM Standards, the National Roofing Contractors Association Roofing and Waterproofing Manual, FM Global, and UL standards where applicable. Except where Contract Documents include more stringent requirements, all applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents. Standards are made a part of the Contract Documents by reference. Where compliance with an industry standard is required, comply with the most current standards in effect as of date of Contract Documents.

Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer to the State of New Hampshire project supervisor any requirements that are different or conflicting; outline the more stringent requirement before proceeding.

Comply with applicable standards including, but not limited to, American National Standards Institute (ANSI) standards and American Society for Testing and Materials (ASTM) standards.

#### STATE AND LOCAL AGENCIES:

Send written notification as required by state and local regulations prior to beginning any work on asbestos-containing materials. At least 10 working days prior to the start of work, submit appropriate notification to the New Hampshire Department of Environmental Services, Air Resource Division, 29 Hazen Drive, Concord, NH 03302. Post notifications at job site.

Notify all local emergency agencies of the abatement work to be completed as required. Obtain all necessary building permits as required.

#### FIRST AID:

First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

#### FIRE EXTINGUISHERS:

Fire Extinguishers: Provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

#### WORKER PROTECTION:

Comply with respiratory protection requirements as specified in this specification and applicable regulations. Provide worker protection as required by the most stringent OSHA and/or EPA regulations and industry standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.

#### Respiratory Protection:

Provide sufficient respiratory protection in accordance with applicable OSHA requirements in addition to ANSI, NIOSH, and MSHA standards. Select proper level of protection based on personnel exposure monitoring and the applicable OSHA Permissible Exposure Limits.

#### CONTROL ACCESS:

Safety and Warning Devices: Provide units with the following safety and warning devices:

Isolate the Work Area to prevent building occupants and the public into work area or surrounding controlled areas. Notify the State of New Hampshire of all doors and other openings that must be secured to isolate work area. Access to building exits must be maintained as indicated by the State of New Hampshire and State of New Hampshire's representatives.

Construct work area barriers as required allowing for State of New Hampshire operations and as approved by the State of New Hampshire and State of New Hampshire's representatives.

Secured Access: Arrange Work Area so that the only access into Work Area is through securable barriers.

Construction Barriers: Provide construction barriers as indicated by the State of New Hampshire to prohibit unauthorized access by adjacent occupants and public. At a minimum provide barriers as necessary to isolate all work areas where roofing repairs are conducted during periods of operation.

Provide Warning Signs at each door and barrier leading to work area reading as follows:

DANGER  
KEEP OUT  
BEYOND THIS POINT  
CONSTRUCTION WORK IN PROGRESS

**OTHER HAZARDOUS MATERIALS OR CONDITIONS:**

Immediately notify the State of New Hampshire and other contractors at the site of any other hazardous or potentially hazardous materials or conditions encountered during the work. For torch down work, the Contractor shall provide a "fire watch" with proper fire extinguishers to extinguish any fires.

All services performed under this Contract(s) shall be performed between the hours of 8:00 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.

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.

**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 at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

COUNTY	HOURLY RATE	
<i>Belknap</i>	Supervisor Hourly Rate	\$
	Apprentice Hourly Rate	\$
	<b>Gross Total</b>	<b>\$</b>
<i>Carroll</i>	Supervisor Hourly Rate	\$
	Apprentice Hourly Rate	\$
	<b>Gross Total</b>	<b>\$</b>
<i>Cheshire</i>	Supervisor Hourly Rate	\$
	Apprentice Hourly Rate	\$
	<b>Gross Total</b>	<b>\$</b>
<i>Coos</i>	Supervisor Hourly Rate	\$
	Apprentice Hourly Rate	\$
	<b>Gross Total</b>	<b>\$</b>
<i>Grafton</i>	Supervisor Hourly Rate	\$
	Apprentice Hourly Rate	\$
	<b>Gross Total</b>	<b>\$</b>
<i>Hillsborough</i>	Supervisor Hourly Rate	\$
	Apprentice Hourly Rate	\$
	<b>Gross Total</b>	<b>\$</b>
<i>Merrimack</i>	Supervisor Hourly Rate	\$
	Apprentice Hourly Rate	\$
	<b>Gross Total</b>	<b>\$</b>
<i>Rockingham</i>	Supervisor Hourly Rate	\$
	Apprentice Hourly Rate	\$

	<b>Gross Total</b>	<b>\$</b>
<i>Strafford</i>	Supervisor Hourly Rate	\$
	Apprentice Hourly Rate	\$
	<b>Gross Total</b>	<b>\$</b>
<i>Sullivan</i>	Supervisor Hourly Rate	\$
	Apprentice Hourly Rate	\$
	<b>Gross Total</b>	<b>\$</b>

Please indicate below the certifications your company holds (i.e. Sarnafli, GAF, Johns Manville, Soprema, Siplast, Firestone, Carlisle, ect.):

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**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 #	

**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.