Date: ___________________     Company Name: ________________________________________

Address:
_________________________________________________________
_________________________________________________________

To: Point of Contact:  Katie Daley
Telephone: (603)-271-3135
Fax: (603) 271-7564
Email: prchweb@nh.gov

RE: Bid Invitation Name: Laundry Chemicals Services
Bid Number: BID 1997-17
Bid Posted Date (on or by): 6/16/2017
Bid Closing Date and Time: 6/28/2017 @ 2:00 PM (EST)

Dear Katie Daley:

[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 # 1997-17 for Laundry Chemicals 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 _______________, 2017, 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 LAUNDRY CHEMICALS SERVICES FOR
THE STATE OF NEW HAMPSHIRE

PURPOSE:
The purpose of this bid invitation is to establish a contract for Laundry Chemicals 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 SUBMITAL:
All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under “Bid Closing”. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to PRCHWEB@NH.GOV. All bids shall 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.

BID INQUIRIES:
Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. 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 shall be submitted by E-mail to Katie Daley at the following address: Kathleen.Daley@NH.Gov

Submissions shall 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 shall be marked as “Late” and shall 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 shall post on our website 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.

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.

6/16/2017 Bid Solicitation distributed on or by
6/23/2017 Last day for questions, clarifications, and/or requested changes to bid
6/28/2017 2:00 (EST) PM Bid Closing
8/1/2017 Implementation of Contract
**TERMS OF SUBMISSION:**
All material received in response to this bid shall become the property of the State and shall 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 shall constitute your company’s acceptance of all State of New Hampshire terms and conditions and shall 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 shall 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.

**CONTRACT TERM:**
The term of the contract shall be from August 1, 2017, or upon approval of the Commissioner of the Department of Administrative Services, whichever is later, through July 31, 2020, a period of approximately three (3) years.

**AWARD:**
The award(s) shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total, per section. Bidders may bid on one or more of the two sections; Bulk Laundry Chemical, Laundry Chemicals (non-bulk). Award will be made by full section only. Partial bids of a section will not be considered. 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).

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 shall not be given by telephone. For Vendors wishing to attend the bid opening, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall 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](https://das.nh.gov/purchasing)

**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 shall, 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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), shall 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 shall 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.

**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.

**PAYMENT:**
Payments shall be made via ACH or Procurement Card (P-Card = Visa Credit Card). Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury

Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card). Use the following link to enroll with the State Treasury for ACH payments: http://www.nh.gov/Treasury/Divisions/DocsForms/Tforms.htm?inc=P. Eligible participants shall negotiate their own payment methods with awarded vendor.

Please select payment method (you may choose both)

Payments shall be made via ACH: _____________(Yes/No)

Payments shall be made via Procurement Card (Visa Credit Card). At no additional charge to the State _____________(Yes/No)

**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.

**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 shall be notarized to be an official submission.

**IF AWARDED A CONTRACT:**

The Contractor shall 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.

**EQUIPMENT:** The successful Vendor(s) will be responsible for replacing and servicing any and all equipment needed for their product line(s), i.e. soap/detergent dispensers, etc., at no additional cost.

**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.

**SCOPE OF SERVICES:**

The successful Vendor shall provide sales support for the items and equipment specified in the contract. The Vendor shall have a central contact point, available during State business hours, for resolving customer support problems.

Pre-Sales Support shall include, but is not limited to:
- a) Product Quotes
- b) Product Research
- c) Product Recommendation
- d) Product Specifications
- e) Assistance to State Agencies in finding products that best meet their needs.

Post-Sales Support shall, include but is not limited to:
- a) Delivery Information
- b) Product Return
- c) Invoice/Billing Issues
- d) Training on equipment and products when requested
- e) Facilitate Resolution of Product Problems

All services performed under this Contract(s) shall be performed between the hours of 7:30 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 a minimum of one-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall 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 shall 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:**
Successful Vendor shall be required to warranty all of the equipment awarded to Vendor for a period of not less than one (1) year or the manufacturer’s standard period of time, whichever is greater, 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.

**DELIVERY LOCATIONS:**
The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

**SECTION 1 LOCATIONS**

Glenciff Home for the Elderly  
393 High Street  
Glenciff, NH 03238

NH State Hospital – Laundry  
127 Pleasant Street  
Concord, NH 03301

**SECTION 2 LOCATIONS**

Any and all state locations may require deliveries. However, the list below indicates the locations likely to need frequent deliveries;

Glenciff Home for the Elderly  
393 High Street  
Glenciff, NH 03238

NH State Hospital – Laundry  
127 Pleasant Street
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 shall be repaired at their own expense.

PERFORMING SERVICES:
The Vendor shall perform all services according to the requirements and specifications of this bid.

BID PRICES:
Bid prices shall be in US dollars and shall 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 shall 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”.

SECTION 1 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.

There are two (2) separate offer sections. Bidders may bid on one or more sections; however, bidders must bid on all items within an individual section in order to be considered compliant;

**SECTION 1 - BULK LAUNDRY CHEMICALS**

**Requirements for New Hampshire Hospital & Glencliff Home for the Elderly**

- All equipment is to be supplied, installed and maintained at no cost to the State of New Hampshire
- Regular monthly service on all vendor equipment is to be accomplished at no additional cost to the State of New Hampshire. Monthly titration readings are to be taken by the vendor and supplied to the Laundry Supervisor
- No additional deposits for drums
- The successful bidder will be responsible for adhering to the ozone contractor at each location. This includes but is not limited to complete compliance with the amount of laundry chemical being dispensed at each location. At no point will the successful bidder make chemical decisions that supersede the ozone contractor
- The successful bidder must have trained and knowledgeable personnel on staff who can provide technical assistance to State personnel when requested. In the event of chemical pump failure, repair or replacement is required within 24 hours of the vendor being notified of the failure.
- Yearly in-service training for employees or as needed requested by supervisors
- Contact name and telephone number for emergency use
- SDS sheets to be supplied with deliveries
- **All wash results to be guaranteed with total re-wash not to exceed 2.5%**
- All bidders shall base their price per 100 pounds and must maintain this rate during the entire contract period.

**The unit prices and extensions indicated by you should be government and/or educationally discounted prices**

The New Hampshire Hospital washes approximately 400,000 pounds of laundry annually. The Hospital building houses seven (7) “home style” washing machines - one for each patient care unit. These machines require automatic soap injection pumps that operate using 2 ½ gallon detergent containers. The pumps are hard wired into the washing machine start switches. Please note: New Hampshire Hospital is no longer using the large 950 gallon tanks.

The Glencliff Home for the Elderly washes approximately 400,000 pounds of laundry annually. Glencliff Home houses three (3) “home style” washing machines - each located in a separate building.

Each agency is responsible to their respective Infection Control Committee.

<table>
<thead>
<tr>
<th>FOR NH HOSPITAL</th>
<th>Dilution in Ounces</th>
<th>Cost per gal</th>
<th>Cost per Ounce</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bulk Detergent: (Nonylphenoxy Polyethoxy Glycol 25%) 15 Gal.</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Bulk Alkali: (35% Sodium Hydroxide) 15 Gal.</td>
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<td>$</td>
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<tr>
<td>Bleach: (12.5% Hypochlorite) 15 Gal.</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Sour (with Iron control): 15 Gal.</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Softener: 15 Gal.</td>
<td>$</td>
<td>$</td>
<td></td>
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<tr>
<td>Note: Base dilution Rates 100 pounds light soil white loads</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liquid Detergent: 2 1/2 Gal. Containers</th>
<th>Price per Container: $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Usage = 1 oz of detergent per load (approx. 70 containers per year)</td>
<td></td>
</tr>
</tbody>
</table>

Cost per 100 pounds light soil white $
Changes from the current chemicals being used at NH Hospital require the evaluation and approval of the “New Product Evaluation Committee” of NHH per Hospital policy, “Product Evaluation & Standardization Program”.

The specifications of the current Laundry chemical pump system (Beta ILS Max) must be maintained. Specifications include: pump rate of 100 ounces per minute, transport pump flow rate of 3.5 gallons per minute, and “out of chemical” alarm. The current pump is supplied by the existing vendor, and would need to be replaced with an equivalent pump by a new vendor who is awarded the contract.

The 7 patient care unit pumps must be supplied, maintained, and switched to new machines as necessary by the vendor.

Replacement patient care unit pumps and the detergent containers must fit within existing cabinets. The cabinets are standard over the counter “kitchen style” cabinets.

Any technician who enters patient care areas must complete a “Contractor Orientation” provided by the Hospital. This orientation takes approximately 2 hours to complete.

FOR GLENCLIFF HOME FOR THE ELDERLY

<table>
<thead>
<tr>
<th>Detergent w/ Stain Remover (w/ built product) - 15 Gal.</th>
<th>Dilution in Ounces</th>
<th>Cost per gal</th>
<th>Cost per Ounce</th>
</tr>
</thead>
<tbody>
<tr>
<td>Detergent w/ Stain Remover (w/ built product) - 15 Gal.</td>
<td></td>
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<tr>
<td>Bleach (12.5% Hypochlorite): 15 Gal.</td>
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<tr>
<td>Sour (w/ Iron Control) - 15 Gal.</td>
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<tr>
<td>Liquid Softener - 15 Gal.</td>
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</table>

Note: Base dilution Rates 100 pounds light soil white loads

Cost per 100 pounds light soil white

SECTION 2 - LAUNDRY CHEMICALS (NON-BULK)

VENDOR’S BALANCE OF PRODUCT LINE ITEMS
The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies, and shall be used for award purposes. During the term of contract, the state may purchase other items in relation to Laundry Chemicals from the successful Vendor’s Balance of Product Line. All items ordered shall include all shipping/charges as specified above in “Bid Prices”.

RETURNED GOODS:
The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-sellable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

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

USAGE REPORTING:
The successful Vendor shall be required to submit a quarterly and annual usage report for analysis to determine contract compliance. The reports shall be due within thirty (30) days of the end of the quarter. At a minimum, the Report shall include:
• Contract Number
• Utilizing Agency and Eligible Participant
• All Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
• Total Cost of all Products Purchased

**DELIVERY TIME:**
The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within five (5) business days from the placement of the order.

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

**MINIMUM ORDERS:**
There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid.

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

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

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

**SECTION 2 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.

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT COST</th>
<th>EXT. COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>70</td>
<td>Cs</td>
<td>Ecolab #16309 Dual Surge, Solid 4/8lb Caps</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>45</td>
<td>Cs</td>
<td>Ecolab #16009, lb Break Plus, Solid, 6/4</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>20</td>
<td>Ea</td>
<td>Ecolab #12083, Liquid Laundry Neutralizer/Sour, 5 Gal</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>Ea</td>
<td>Ecolab #16146, Laundry Destainer, 15 Gal</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>Ea</td>
<td>Ecolab #16159, Eco Star Sour Neutralizer, 15 Gal</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>15</td>
<td>Ea</td>
<td>Ecolab #15982, Tri-Star Destainer, 5 Gal</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Cs</td>
<td>Ecolab #13649 Stain Away, Solid 4/8lb Caps</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>-------------</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>5</td>
<td>Cs</td>
<td>Ecolab #6100374, Stainblaster Prespotter, 4/22 oz</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Cs</td>
<td>Ecolab #6100909, Stainblaster, 12/1.2 lb</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Ea</td>
<td>Ecolab #6100105, Solar Brite, 15 Gal</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5</td>
<td>Cs</td>
<td>Ecolab #16005, Navisour, Caps, 2/6lb</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**TOTAL**: $  

**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:

<table>
<thead>
<tr>
<th>Contact Person</th>
<th>Telephone Number</th>
<th>Toll Free Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fax Number</th>
<th>E-mail Address</th>
<th>Company Website</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Company Name</th>
<th>DUNS #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>1.1 State Agency Name</th>
<th>1.2 State Agency Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3 Contractor Name</td>
<td>1.4 Contractor Address</td>
</tr>
<tr>
<td>1.5 Contractor Phone Number</td>
<td>1.6 Account Number</td>
</tr>
<tr>
<td>1.7 Completion Date</td>
<td>1.8 Price Limitation</td>
</tr>
<tr>
<td>1.9 Contracting Officer for State Agency</td>
<td>1.10 State Agency Telephone Number</td>
</tr>
<tr>
<td>1.11 Contractor Signature</td>
<td>1.12 Name and Title of Contractor Signatory</td>
</tr>
<tr>
<td>1.13 Acknowledgement: State of , County of</td>
<td></td>
</tr>
</tbody>
</table>

On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature

Date: 1.15 Name and Title of State Agency Signatory

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)

By: On:

1.18 Approval by the Governor and Executive Council

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6)
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 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.