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

**Date:** 2/13/2012

**Bid No:** 405-12

**Date of Bid Opening:** 2/27/2012
**Time of Bid Opening:** 1:30 PM (EST)

**YOU MAY EMAIL YOUR BID TO PAUL RHODES AT: EMAIL PRCHWEB@NH.GOV**
**Or if needed, FAX No. 603/ 271-7564**

## BID INVITATION FOR: CRASH BOLLARDS – SUPPLY & INSTALL

**Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.**

**GENERAL CONDITIONS AND INSTRUCTIONS:**

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 A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

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

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**Bids.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening unless otherwise specified. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award will be made in total.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.
When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

**OFFER.** The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

**Company Name:**_____

**Address:** _____

_____

**Tel.#:(local)**_____ **(Toll free)**_____

**Fax#:**_____ **Email Address:**_____

**Website Address:** _____

**Authorized Signature:**_____

_____
**(TYPE OR PRINT NAME)**

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

# CONTRACT TERMS AND CONDITIONS

**1.** The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

**2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

**3. TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

**4. CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

**5. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.
If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify nly the receipt of shipments. All deliveries shall be FOB Destination.

**6. INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later. The state shall not be charged or make late payment fees for products or service rendered. Invoices may be faxed or emailed to the agency remit address

**7. PERSONNEL.**

**7.1.** The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

**7.2.** The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

**8. EVENT OF DEFAULT; REMEDIES.**

**8.1.** Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

**8.1.1.** failure to deliver the goods or services satisfactorily or on schedule; or

**8.1.2.** failure to submit any report required hereunder; or

**8.1.3.** failure to perform any of the other covenants and conditions of this agreement.

**8.2.** Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

**8.2.1.** give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

**8.2.2.** give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

**8.2.3.** set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

**8.2.4.** treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

**10. VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**11. ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

**12. INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

**13. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

**14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

**15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

**16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**17. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

**18. ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

# BID INVITATION FOR:
## Generator Enclosure with Installation

**INSTRUCTIONS TO BIDDER:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Bidder Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

**BID SUBMITTAL**

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by **email to PRCHWEB@NH.GOV ONLY or** if needed, may **fax to (603) 271-7564 ONLY**. All bids must be clearly marked with bid number, date due and purchasing agent's name. If you are experiencing difficulties faxing, please call (603) 271-2201 and ask for an alternate fax number. IF YOU WISH TO VERIFY YOUR BID RESPONSE HAS BEEN RECEIVED, CALL **(603) 271-2201** AND ASK A PURCHASING ASSISTANT TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

**GOVERNING TERMS AND CONDITIONS:**

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

A signed response further signifies that any terms and/or conditions that may be or have been submitted by the bidder are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

**PUBLIC DISCLOSURE OF BID SUBMISSIONS:**

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, bidders acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality.

By submitting a bid or proposal, the bidder 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 bidder.

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

**VENDOR CERTIFICATIONS:**
All bidders 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, bidders 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): admin.state.nh.us/purchasing/vendor.asp

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: A bid award, in the form of a purchase order or contract, will **only** be awarded to a vendor who is currently registered to do business with the State of New Hampshire and is 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: www.sos.nh.gov/corporate

- Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**REQUEST FOR CHANGES AND/OR CLARIFICATION:**
Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the Bid Number, the Vendor's name and address and the name of the person submitting the question. Any requested changes to this bid invitation by the bidder must be received in writing at the Bureau of Purchase and Property no later than 4:30 PM on the (5th) fifth business day **prior** to the date of the bid opening.

Questions must be submitted by E-mail to Loretta Head at the following address: Loretta.Head@NH.Gov.

**INSTALLATION REQUIREMENTS:**
Successful bidder shall be required to supply, deliver, uncrate, set into place, make all of the final connections, start-up and test all of the equipment awarded in accordance with Bid Specifications.

**CERTIFICATE OF INSURANCE:**
Prior to performing any services for the State, vendors awarded a contract shall be required to:

- Submit proof of comprehensive general liability insurance. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than $250,000.00 per claim and $2,000,000.00 per occurrence or $1,000,000.00 per occurrence with $1,000,000.00 umbrella.

- Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation.

**SITE VISITATION:**
Prior to bidding, it is each bidder's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. Call Cpt. John LeLacheur at 603-223-8514 to make an appointment to view the site of the intended installation. Failure of the bidder to make a site visit does not relieve the bidder of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

**ADDENDUM:**
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, always check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is www.admin.state.nh.us/purchasing/bids.

**WARRANTY REQUIREMENTS:**
Successful bidder shall be required to warranty all of the equipment awarded to him for a period of not less than the manufacturer's United States warranty standard period of time, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**BID PRICES:**
Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Bid prices should result in prices that are no higher than those charged to the bidder's best/preferred customer. Special charges, Permits, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges must be built into your bid price at the time of the bid.

**BID AWARD:**
The Award will be made to the bidder offering the lowest total cost, meeting all specifications and requirements of this RFB. If an award is made it will be, in the form of a State of New Hampshire Purchase Order.

**BID RESULTS:**
Bid results may be viewed when available, once the award has been made, on our web site only at: http://admin.state.nh.us/purchasing/index2.asp.

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

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

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

NH Department of Safety
33 Hazen Drive
Concord NH 03305

**REQUISITION NO.:** #126325

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

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

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

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment offered by the bidder must be new; shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

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

**SPECIFICATION:**
Vendor shall supply and install fourteen (14) shall mount bollards
Bollards shall be rated for a 40mph impact minimum
Ameristar SP1000 is indicative of the type and quality required

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

| QTY | UNIT | DESCRIPTION | Delivered & Installed Cost |
|---|---|---|---|
| 1 | Ea | Crash Bollards<br>14 crash rated shallow mount bollards<br>Ameristar SP1000 12" shallow mount bollards installed<br>Rated for a 40mph impact<br>Color, black<br>Material $_____<br>Labor $_____ | $_____ |

(make, model, brand, etc.) is representative of the type and quality required; the manufacturer and product number of your offer for this item is: _____
(enclose product literature and specifications)

**Delivery Time:**
Successful bidder agrees to complete delivery/installation of items within 30 days after receipt of Purchase Order or sooner. Prices offered must include all products, permits and delivery costs. Also see Page 5 for "Bid Award" for criteria.

**BIDDER 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 |

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