BID INVITATION FOR: REPLACE ROOFTOP HEATING/AC UNIT

Unless specifically amended or deleted by the Community College System of New Hampshire, 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 and the rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Community College System of NH (CCSNH).
Bids may be issued only by the Community College System of NH 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 CCSNH. Demonstration units shall not be offered to the CCSNH as new equipment.

Bids. Bids must be received at the Community College System of NH 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 in writing and received at the Community College System of NH at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming RFB meeting specifications at the lowest cost unless other criteria are noted in the RFB. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. In 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. The Community College System of NH shall assume the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

CCSNH’S OPTIONS: The Community College System of NH 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 CCSNH, 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 Community College System of NH 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 Community College System of NH with certified test results or certificates of compliance. Where none are available, the CCSNH 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 Community College System of NH 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 Community College System of NH the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted complete in accordance with all conditions of this Bid.

Company Name: ________________________________
Address: ______________________________________
Tel.:(local) (Toll free) __________________________
Fax#: __________________________
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 NH & Community College System of NH 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/CCSNH terms and conditions as stated on the reverse of the purchase order.
1. The Community College System of NH (CCSNH) engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached CCSNH 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 hereunder, shall become effective on a specified date and shall be completed in their entirety prior to such date. Any failure to deliver the goods or services satisfactorily or on schedule; or

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 CCSNH of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the CCSNH. The payment by the CCSNH of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance and complete payment for the Services. The CCSNH 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 CCSNH may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the CCSNH for any excess costs.

6. INVOICING. All invoices must show Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL. 7.1. The Vendor shall disclose in writing the names of all contractors, subcontractors who are also officials or employees of the State of New Hampshire/CCSNH. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

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

9. WAIVER OF BREACH. No failure by the CCSNH 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 CCSNH. 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 CCSNH. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the CCSNH nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the CCSNH 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 CCSNH. No work required by this contract shall be subcontracted without the prior written consent of the CCSNH.

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.

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.
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.

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/CCSNH terms and conditions and will legally obligate your company to these terms and conditions.

PURPOSE:
The purpose of this bid invitation is to establish a contract in the form of a purchase order or a contract (P37), for supplying Community College System of NH 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 required to the location 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.

- The winning bidder must have a complete alternate W-9 on file with the Community College System of NH. If the winning bidder does not have a completed alternate W-9 on file, they will be required to completely fill the alternate W-9 and return to CCSNH before a purchase order will be issued.

IN THE EVENT THAT THE AWARD OF THIS BID IS IN THE FORM OF A CONTRACT (P37), THE VENDOR WILL HAVE TO:
- Provide a Corporate Resolution (corporations and LLC) or Partnership Certificate of Authority or Sole Proprietor Certification of Authority, whichever applies.
- The vendor will need to supply a current Certificate of Good Standing from the Secretary of State.
- The Contractor awarded the work is also to submit information as required under SB 78 (Chapter Law 0246). This requires the Contractor to provide timely information on employee and subcontractor identity and workers’ compensation insurance coverage for all subcontractors, at all tiers, including the General Contractor (including the name of the CFO, CEO, LLC principals, etc) and for the College to potentially post this information on a publicly accessible website.
- After the Award of Bid, the Contractor shall submit a list of all employees, all subcontractor’s employees, and other related personnel who will be physically required to work at NH Technical Institute, providing the following information for each person:
  - Name
  - Employer’s Company Name

The Community College reserves the right to request a criminal background check on any employee of Contractor. NHTI also in its discretion may decide that anyone with a criminal history, other than traffic violations that have not been annulled, will not be allowed to work at the project site.
Insurance will be more fully addressed at the time a P37 is submitted after the bidding process. The Contractor awarded the contract will need to furnish an insurance certificate which includes the following:

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, both for the benefit of the State, the following insurance: Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident, or the current statutory cap on the State’s liability, and fire and extended coverage insurance covering all property subject to subparagraph 9.2 (P-37) of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

This insurance is in addition to the workers’ compensation insurance requirements outlined above in this document.

The certificates shall contain a clause prohibiting cancellations or modifications of the policy earlier than 10 days after written notice thereof has been received by the State. This insurance requirement is in addition

**SPECIFICATION COMPLIANCE:**

If there are any specifications indicated in this bid invitation, they will be considered the minimum requirements. Bidder’s offer must meet or exceed these minimum requirements. The Community College System of New Hampshire shall be the sole determining factor of what meets or exceeds any specification.

Unless otherwise specified by the Community College System of NH 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.

**CHANGES:**
Any requested changes to this bid invitation by the bidder must be received in writing at the Community College System of NH no later than 4:30 PM on the fifth Community College System of NH business day prior to the date of the bid opening.

**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, 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.

**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 standard period of time, from the date the items are received, inspected and accepted by the Community College System of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**BID AWARD:**
The award of the bid will NOT BE based solely upon the total net low bid from the listing of the items indicated in the "Offer" section of this bid invitation. If an award is made it will be in total, in the form of a Community College System of NH Purchase Order or a contract P37 will need to be completed. The deciding factor of a purchase order or P37 (contract) will be determined by the ratio of material to labor.

**TERMINATION:**
The Community College System of NH 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:

Community College System of NH
26 College Dr
Concord NH 03301
REQUISITION NO.: R062162

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 Community College System of NH must be returned for full credit within fifteen days of receipt. Products must be in re-salable condition (original container, unused) and there will be no restocking fee charged for these products. The using campus will be responsible for any freight charges to return these items to the successful bidder.
OFFER:
Successful bidder hereby offers to sell the required items to the Community College System of NH at the following price(s):

DELIVERED PRICES

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<th>QTY</th>
<th>UNIT</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>EXTENSION</th>
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<tbody>
<tr>
<td>1</td>
<td>EA</td>
<td>REPLACEMENT OF YORK GAS-FIRED HEAT, 2-STAGE AC:</td>
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<td>• 208/230 Volts, 3 Phase</td>
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<td>• Total gas input: 125,000 BTU/hour</td>
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<td>• Curb Dimensions: 37 ¾” x 73”</td>
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<td>• Unit base larger than curb: 82 ¼” x 49”</td>
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VENDOR RESPONSIBLE FOR:
• Field measurement and verification is required. Please contact Mike Therrien @ 603-271-2474
• Relocate existing Unitary controller to underside of roof deck
• Must verify that the unit communicates and operates with NHTI’s building management system (Metasys). NHTI BMS graphics to be reviewed and updated to ensure accuracy with new installation.
• All field wiring, roof penetrations, and crane lifting equipment (unit will be installed on the roof)
• Disposal of existing equipment

ALL LABOR TO COMPLETE THE PROJECT $__________

ALL MATERIALS & EQUIPMENT TO COMPLETE THE PROJECT $__________

DISCOUNT: If there is an educational discount, please apply: $__________

PROJECT TOTAL: $__________

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 ______________________________ Local Telephone Number __________________________ Toll Free Telephone Number __________________________

Fax Number ______________________________ E-mail Address ______________________________ Company Website __________________________

BID RESULTS:
Bid results may be viewed on our web site at: http://www.ccsnh.edu/bidding/ click on the Closed Bids Tab. Bid results will be mailed to you if you include a self-addressed envelope with the correct amount of postage on it. Bid results will not be given by telephone.
ATTACHMENTS:
The following attachments are an integral part of this bid invitation:

There are no attachments.

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