REQUEST FOR BIDS

2014-07

BOILERS REPLACEMENT AT LIQUOR HEADQUARTERS

JUNE 10, 2014

Issued by:

NH Liquor Commission

PO Box 503, Concord, NH 03302

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EXHIBITS

Exhibit A - No Response Form

Exhibit B - Contract Terms and Conditions (General Provisions, Form P-37 (v. 1/09))

Exhibit C - Bid and Addendum Acknowledgement

Exhibit D - Required Documents

TABLE 1: SCHEDULE OF EVENTS

The following table sets forth the Schedule of Events for this RFB. The Schedule of Events is subject to change at the sole discretion of the N.H. Liquor Commission. Any changes will be posted on the N.H. Liquor Commission official website located at www.nh.gov/liquor. Respondents are responsible for checking the website for any schedule changes.

Events	**Responsibility**	**Date**
Request for Bids Issued:	Issuing Office	Tuesday, June 10, 2014
On-site walk thru at 50 Storrs St, Concord **Contact Walter Bond (419-9495) by close of business Thursday if interested**	Issuing Officer	Friday, June 13, 2014 at 10:00am
Deadline to Submit Inquiries By Electronic mail to NHLC Issuing Officer ("Closing Date")	Potential Respondents	Tuesday, June 17, 2014 at 4:00 PM
NHLC Anticipated Date to Issue Responses to Potential Respondent Inquiries	Issuing Office	Wednesday, June 18, 2014
Deadline for Submission of Sealed Bids to Issuing Office at: **ATTN: John Tower** 50 Storrs St, PO Box 503 Concord, NH 03302-0503	Respondents	Friday, June 20, 2014 at 10:00am

PART I - GENERAL INFORMATION FOR RESPONDENTS

1. PURPOSE

The N.H. Liquor Commission ("NHLC") proposes to enter into a contract with a contractor to provide all parts and labor, except where otherwise described within, for boiler replacements at NHLC Headquarter located at 50 Storrs St., Concord, NH. The NHLC is issuing this request for bid ("RFB") as a vehicle for soliciting and evaluating bids from interested parties.

This RFB describes the project and the NHLC's requirements. A respondent may submit a bid for services as further described in Part II, Section 24 "Method of Award."

2. ISSUING OFFICE

This Request for Bid ("RFB") is issued by the N.H. Liquor Commission ("NHLC") that shall serve as the Issuing Office for this RFB. The Issuing Officer responsible for managing the RFB and serving as the sole point of contact is:

Mr. John Tower, Maintenance Engineer
NH State Liquor Commission, P.O. Box 503
Concord, NH, 03302-0503
(tel: 603-271-1710)
(email: jtower@liquor.state.nh.us).

All inquiries regarding this RFB must be submitted electronically to the Issuing Officer.

3. SCOPE

This RFB contains instructions governing the required content of bids, terms governing this procurement process, a description of the services sought by the NHLC, requirements that a respondent must satisfy to be eligible for consideration, evaluation criteria, a description of standard contract terms and conditions, and other requirements that must be satisfied in each bid.

4. PROJECT DELIVERABLES

THIS CONTRACT CONSISTS OF FURNISHING ALL MATERIALS, EQUIPMENT, LABOR AND TRANSPORTATION NECESSARY TO PROVIDE THE SERVICES AT LOCATION LISTED AND DESCRIBED HEREIN.

4.1. The NHLC's deliverables for this engagement consist of the following:

4.1.1. Removal of the 3 existing boilers, all three vents and fresh air piping, all related power and control wiring, boiler and gas piping, that is not being re-used.

4.1.2. Installation of a total of three (3) new all natural gas Modcon Boilers: two (2) – 1700 models and one (1) – 850 model.

4.1.3. Install quantity of three (3) Taco, 3 phase, 1900 series Boiler pumps and related piping.

4.1.4. Convert heating system to primary / secondary piping system. Install related supply and return water piping for boilers and tie-ins to existing system.

4.1.5. Install new CPVC boiler flue vent piping thru roof at existing vent locations. (Roofing to be done by the NHLC).

4.1.6. Install new PVC fresh air piping for each boiler to one ten inch main header thru the roof. (Roofing to be done by the NHLC).

4.1.7. Installation of boiler acid neutralizers complete with piping to drain.

4.1.8. All related power and control wiring to new boilers and new pumps included.

4.1.9. All related piping insulation and pipe ID labels.

4.1.10. Factory assistance in complete startup of boilers.

4.1.11. Owner instructions and complete owner's manuals

4.1.12. Includes all permits basic drawings and inspections

4.1.13. Add large concrete pad to receive new boilers.

4.1.14. All equipment offered by the Vendor must be new; No equipment shall be used, rebuilt, or refurbished. No equipment shall have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

4.1.15. Warranty: All service, parts, and labor, is warranted for 30 days. This provision in no way alters the manufacturers' warranty.

4.2. The Material Vendor Markup on Part III Information Requested from Respondent Item #2 applies when other parts and materials are authorized; the New Hampshire State Liquor Commission will be billed at the Contractor's cost plus a reasonable mark-up. When other parts and materials are used, the Contractor must provide the New Hampshire State Liquor Commission with a copy of the invoice that the Contractor purchased the part or material from to enable the Liquor Commission to verify the cost of the part and the applicable Contractor mark-up.

4.3. Work Schedules: - Work will be completed on a pre-arranged schedule to be coordinated with Maintenance Engineer, John Tower, 271-1710.

4.4. Normal Working Hours: Normal office hours are considered to be 8:00 AM to 5:00 PM, Monday through Friday. (Warehouse hours are 7:00 AM to 3:30 PM, Monday through Friday).

4.5. **Upon arrival at the site the Contractor shall sign in with the manager of the store or person in charge and after each scheduled, before leaving the job site present a written summary of the work performed and obtain the State's signature thereon. (time of day must be written in and manager must initial at time of arrival and again at time of departure)**

4.6. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform work in the manner within the time specified. The Contractor 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. All the work, labor, and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein and any directions of

the State representatives as given from time to time during the progress of the work, under the terms of this Contract.

4.7. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.

4.8. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

4.9. The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

4.10. The Contractor 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 being done is different from what was estimated or expected, or account of the weather, elements or other causes.

4.11. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract. The Liquor Commission reserves the right to terminate this contract at any given time with a 30 day written notice.

4.12. Subcontracting any portion of the contract is not permitted without prior approval from the NHLC. Subcontracting is only permitted with prior approval from the NHLC. In the event the NHLC approves the use of subcontractors in performance of this contract, the prime contractor is not relieved of its responsibility and obligation to meet all the requirements of this agreement.

4.13. **BACKGROUND CHECKS: The State may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in any facility.**

4.14. The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall place 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.

4.15. 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 they deem 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.

4.16. The Vendor or their personnel shall not represent themselves as employees or agents of the State. While on the State of New Hampshire's property, employees shall be subject to 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 work is being performed. The use of State telephones is prohibited.

4.17. Respondents are recommended to visit each facility listed within, and perform a comprehensive assessment of the systems prior to submitting a response. The respondent **must** contact the store manager for each location listed in Appendix D, and make arrangements prior to arrival. The respondent must at the time of visit request the sign-in sheet from the Store Manager.

PART II - RFB TERMS AND INSTRUCTIONS

1. TYPE OF CONTRACT

Fixed Fee Contract. Any contract resulting from this RFB shall be structured as a fixed-fee contract.

2. RFB INQUIRIES AND RESPONSES

a. **Inquiry Submission**. Respondents must submit all inquiries, exceptions, or additions regarding this RFB, including without limitation, requests for clarifications or modifications to the RFB, by electronic mail (with the subject line titled "2014-07 RFB Questions") to the Issuing Officer identified in RFB, Part I, Section 2: Issuing Officer no later than the deadline to submit inquiries to NHLC Issuing Office specified in Table 1: Schedule of Events. Respondents must cite the relevant RFB title, RFB number, page, section, and paragraph in the inquiry submission. Respondents must not contact the Issuing Officer by telephone with any inquiries.

b. **NHLC Responses to Inquiries.** The NHLC intends to issue official responses, in its discretion, to inquiries submitted on or before the deadline specified in Table 1: *Schedule of Events*. The NHLC may consolidate and/or paraphrase inquiries for sufficiency and clarity. Oral statements, representations, clarifications and modifications shall not be binding upon the NHLC. The Issuing Officer anticipates posting official answers to the questions on the NHLC website at www.nh.gov/liquor by the date specified in Table 1: *Schedule of Events*.

3. SITE VISIT:

A site visit is schedule for Friday, June 13, 2014 at 10:00 at 50 Storrs St., Concord, NH. If a company is interested in attending please contact Walter Bond at 419-9495 by close of business Thursday. The site visit is for informational purposes only. Respondents will have an opportunity to ask questions about the RFB which may include, without limitation: a request for clarification or changes to the RFB; suggestions that could improve the RFB competition or lower the offered price; and review of any applicable documentation. Responses furnished during the site visit will not be official unless verified, in writing, by the Issuing Officer on the NHLC official website located at www.nh.gov/liquor.

4. AMENDMENT TO THE RFB

The NHLC may amend this RFB at any time and at its sole discretion. The NHLC will post any amendments to the RFB on the NHLC official website located at www.nh.gov/liquor. In the event the NHLC determines it necessary to amend this RFB, the NHLC may extend deadlines and/or invite submission of additional information from respondents at any time, as the NHLC deems appropriate and at its sole discretion. Respondents are responsible for checking the website periodically for any new information or amendments to the RFB. The NHLC shall not be bound by any verbal information, and any written information that is not contained within the RFB or formally issued as an amendment by the Issuing Officer.

5. BID FORMAT

Respondents must submit a complete response to this RFB using the format specified in Part III of this RFB. An official authorized to bind the respondent to the bid must sign the bid. If the official signs the Bid Cover Sheet and the Bid Cover Sheet is attached to the bid, the requirement will be met. Proof of signatory authorization must be included with the bid submission.

6. ECONOMY OF PREPARATION

Bids should provide a straightforward, concise description of the respondent's ability to meet the requirements of the RFB.

7. BIDS AND AWARDS

The NHLC intends to award a contract to a respondent as a result of this RFB.

Notwithstanding the foregoing or any provision of this RFB to the contrary, the NHLC reserves the right, at any time and in its sole discretion, to reject any or all bids, wholly or in part, and/or to award to multiple contracts to one or more respondents, wholly or in part.

A contractor will not retain any exclusive rights to provide the services and supplies described in this RFB process during the term of a contract or any extension thereto. The NHLC may, at its sole discretion, obtain services and related materials from other contractors.

8. BID SUBMISSION

a. **Bid Submission Deadline**: Bids must be submitted in hard copy and clearly marked "New Hampshire Liquor Commission, Response to RFB 2014-03" and as specified in Section 7: *Bids*. Bids must be submitted to the Issuing Office no later than the Closing Date and Time in Table 1: *Schedule of Events.* Any respondent who elects to mail its bid must allow sufficient mail delivery time to ensure timely receipt of its bid. The NHLC accepts no responsibility for mislabeled, damaged or delayed mail. Bids will not be accepted via electronic mail or facsimile transmission. The receipt of a bid by the state's mail system does not qualify as receipt of a bid by the Issuing Office.

   i. If due to inclement weather, natural disaster or any other cause, the location to which bids are to be returned is closed on the Closing Date and Time in Table 1: *Schedule of Events*, the deadline for submission shall be automatically extended until the next NHLC business day on which the Issuing Office is open, unless the respondents are otherwise notified by the Issuing Office. The time for submission of bids shall remain the same. Bids not submitted by the Closing Date and Time in Table 1: *Schedule of Events* or as otherwise extended pursuant to this RFB will be rejected.

b. **Bid Receipt**: A bid will be considered received on the date and time of the NHLC's receipt as officially documented by the NHLC.

c. Bid Information

   i. Bids from all interested Bidders qualified to provide services listed within will be received until the deadline date in Table 1: *Schedule of Events*. Bid packages will not be accepted after that time. The bid packages may be delivered to the address below and identified on the outside of the envelope as:

Bids: <u>Courier Delivery Only</u>

New Hampshire Liquor Commission
50 Storrs Street
Concord NH 03301
ATTN: "John Tower, RFB 2014-07"

<u>By Mail Only</u>

New Hampshire Liquor Commission
ATTN: "John Tower RFB 2014-07"
Post Office Box 503
Concord NH 03302-0503

From: Company/Bidder Name
Address of Bidder
Phone No. Of Bidder
Fax No. of Bidder
Email Address:

ii. Bidders are advised to carefully read and complete all information requested in this RFB. If the Bidder's response to this RFB does not comply with the conditions for submittal to this RFB, **it may be considered unacceptable by the NHLC and may be rejected without further consideration**.

iii. A draft agreement presented as Exhibit B is attached for informational purposes to inform the Bidder of the type of Agreement that will be used for the prosecution of this work. Bidders are instructed to thoroughly familiarize themselves with the terms, covenants, and conditions of the draft Agreement. The successful Bidder will be required to execute a similar agreement with the NHLC

iv. It is the NHLC's intention to award the contract to one Bidder. The NHLC will make the final determination in its sole judgment as to which Bidder and bid is the most advantageous.

v. The contents of the bid of the successful respondent will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent's bid in the event of any inconsistency or ambiguity;

vi. Under the laws of the State of New Hampshire, a bid may be considered public record, and if determined to be so, must be made available for inspection and copying by any citizen of New

Hampshire. Therefore, the NHLC cannot guarantee the confidentiality of any proprietary or otherwise sensitive information. Confidential or Proprietary information must be marked as such on each page and may be submitted in a separate envelope, sealed and marked **"Confidential Information".** It is understood, however, that the NHLC will have no liability for disclosure of such information contained in or with any bid. Any proprietary or otherwise sensitive information contained in or with any bid is subject to disclosure, unless exempted under the New Hampshire Right to Know Act.

vii. No bid may be withdrawn after it has been submitted to the NHLC unless the Bidder so requests by letter and such request by letter is received by the NHLC before the deadline for receiving bids. Any request for withdrawal after the deadline must be made in writing and may be denied in the NHLC's sole discretion.

viii. A respondent may modify its bid by withdrawing its bid and submitting a new sealed bid that complies with the requirements of this RFB, but only if the respondent withdraws and resubmits its bid prior to the Closing Date and Time in Table 1: *Schedule of Events*.

ix. In submitting the bid, the Bidder agrees that the bid will remain valid for one hundred eighty (180) calendar days after the closing date for submission of bids and may be extended beyond that by mutual agreement.

d. Interpretation of Bid Document

i. If discrepancies or omissions are found by any prospective Bidder or there is doubt as to the true meaning of any part of this RFB, a written request for clarification or interpretation shall be submitted to John Tower, NHLC Maintenance Engineer , prior to Deadline date for inquiries in Table 1: *Schedule of Events* (jtower@liquor.state.nh.us)

ii. The NHLC is not responsible for any explanation, clarification, interpretation or approval made or given in any manner except by written addendum. All communication will be via andrew.s.davis@liquor.state.nh.us.

9. EVALUATION OF BIDS AND CRITERIA

a. Each bid submitted to the NHLC will be evaluated based on experience, and capacity to perform as required for various future projects.

i. The bids will be evaluated to determine whether they conform to the requirements of the RFB. Those bids failing to meet the requirements, including completeness, format and content, may be rejected without further evaluation, and Bidders will be so informed in writing.

ii. If, for any reason, the NHLC in its sole discretion is unable to select any of the Bidders, the NHLC reserves the right to negotiate contracts with other service providers outside the RFB process.

10. PROHIBITED COMMUNICATIONS

From the issue date of this RFB until the effective date of a resulting contract with any respondent, the Issuing Officer shall serve as the sole point of contact concerning this RFB. Respondents are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFB. Except for contacts with the Issuing Officer as permitted by this RFB, respondents are prohibited from contacting or lobbying any NHLC personnel or evaluation committee members regarding this RFB. Any respondent's attempt to improperly influence the evaluation of bids and selection of a respondent may result in the disqualification and elimination of that respondent from this RFB procurement process. If the NHLC later discovers that the respondent has engaged in any communications prohibited under this RFB, the NHLC may reject the offending bid or rescind a contract award, without any liability to the respondent. Respondents are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFB.

11. VALIDITY OF BID

a. By submitting a bid, a respondent acknowledges and agrees that:
   i. Its bid shall remain in effect and is binding on the respondent for a period of one hundred and eighty (180) days following the Closing Date and Time in Table 1: *Schedule of Events*;
   ii. The contents of the bid of the successful respondent will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent's bid in the event of any inconsistency or ambiguity;
   iii. The respondent waives any right to withdraw or modify its bid, except as permitted in the RFB;
   iv. Bids are irrevocable unless the bid is withdrawn as permitted under this RFB or the expiration of 180 days from the Closing Date and Time in Table 1: *Schedule of Events*. A respondent must submit a written request to withdraw a bid that is signed by an authorized representative of the respondent and submitted to the Issuing Officer prior to the Closing Date and Time in Table 1: *Schedule of Events*. If a respondent attempts to provide such written notice by facsimile transmission, the NHLC shall not be responsible or liable for errors in facsimile transmission. A respondent may modify its bid by withdrawing its bid and submitting a new sealed bid that complies with the requirements of this RFB, but only if the respondent withdraws and resubmits its bid prior to the Closing Date and Time in Table 1: *Schedule of Events*.

12. NON-COMMITMENT

Notwithstanding any provision of this RFB to the contrary, this RFB does not commit the NHLC to award a contract. By submitting a bid, a respondent acknowledges and agrees that the NHLC may, at any time and in its sole discretion, and without any liability to a respondent, reject any and all bids, or any portions thereof; cancel this RFB; and solicit new bids under another acquisition process.

13. RESPONDENTS' COSTS AND EXPENSES

By submitting a bid, a respondent acknowledges and agrees that the NHLC is not responsible or liable for any costs or expenses incurred by a respondent in connection with its participation in this procurement process, including, but not limited to: (1) any costs or expenses incurred by a respondent in relation to the preparation of a bid or a respondent's participation at the pre-bid conference or oral presentation and discussions, and other RFB processes and events; and (2) costs and expenses associated with any work performed by a respondent prior to the effective date (date of Liquor Commission and Attorney General's Office approval) of a contract with the respondent.

14. PROPERTY OF STATE

The bid and all material received in response to this RFB shall become the property of the NHLC and will not be returned to respondents. By submitting a bid, a respondent acknowledges and agrees that the NHLC may, at its sole option, use any or all ideas not protected by intellectual property rights that are presented in any bid regardless of whether the bid becomes part of a contract. Notwithstanding any respondent copyright designations contained on bids, the NHLC shall have the right to make copies and distribute bids internally and to comply with public record or other disclosure requirements under the provisions of any the State of New Hampshire or United States statute or regulation, or rule or order of any court of competent jurisdiction.

15. DISCUSSIONS FOR CLARIFICATION

The NHLC may require, at its discretion, respondents who submit bids to provide the NHLC with oral and/or written clarification of their bid to the NHLC to ensure thorough mutual understanding and respondent responsiveness to the solicitation requirements. The Issuing Officer will initiate requests for clarification. The NHLC reserves the right to recall any respondents for additional discussions as it deems necessary.

16. PRESENTATIONS

The NHLC may, at its discretion require a respondent to participate in oral and/or written presentations on any aspects of its bid. Respondents may also be required to demonstrate any product(s) and/or service(s) proposed at the NHLC site.

17. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT

No equipment can be connected to the NHLC network at this time.

18. CONTRACT TERMS AND CONDITIONS

The NHLC's standard terms and conditions are set forth in Appendix B of this RFB. In the event of any conflict between the NHLC's terms and conditions and any portion of a bid, the NHLC's terms and conditions shall take precedence and supersede any and all such conflicting provisions contained in a bid, at the sole discretion of the NHLC. Additionally, any resulting contract may include additional provisions provided that they are agreed to by the NHLC and in a form and substance as prescribed by the NHLC. The failure of a selected respondent to reach agreement with the NHLC on contractual terms, conditions and other provisions may result in cancellation of the selection as described in this RFB.

19. CONFIDENTIALITY/SENSITIVE INFORMATION

The selected respondent may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a confidentiality agreement.

20. DISCLOSURE OF BIDS

a. **Respondent Obligation**. A respondent must maintain the confidentiality of its bid until the effective date of a resulting contract with any respondent. A respondent's disclosure or distribution of its bid to any individual or entity, other than the Issuing Office, prior to the effective date may be grounds for disqualification at the discretion of the NHLC.

b. **NHLC Obligation**. The NHLC shall maintain the confidentiality of each bid until a contract award is made as contemplated under N.H. RSA 21-I:13-a, II. Following an award as contemplated in RSA 21-I:13-a, II, the NHLC will disclose all bids in accordance with applicable law and regulations, including, but not limited to, N.H. RSA Chapter 91-A, the Right to Know Law. Any respondent who determines that it must divulge any confidential, commercial or financial or other information not subject to public disclosure under applicable laws and regulations, (collectively referred to as "Respondent Confidential Information"), must submit in its bid a signed written statement describing in detail the nature of the Respondent Confidential Information and the grounds for its position that the Respondent Confidential Information is exempt from public disclosure under applicable law and regulations, including but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A; and submit a redacted version of its bid that removes only the Respondent Confidential Information along with an unredacted bid.

21. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding anything in 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 those 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.

22. BEST AND FINAL OFFERS

The NHLC may, at its sole discretion, solicit Best and Final Offers ("BAFOs") from respondents who have submitted responsive bids and which have been determined to be reasonably possible of selection for a contract award.

a. Respondents will be given opportunity to respond with a BAFO under a procedure defined by the NHLC which may include one (1) or more of the following:

   i. Enter into pre-selection discussions:

      1. Schedule written and/or oral presentations or scripted demonstrations; and/or
      2. Request revised bids.

b. The NHLC will evaluate BAFOs against Criteria for Selection found in Part IV, Section IV-3. The NHLC will conduct BAFO proceedings uniformly, the BAFOs will be subject to solicitation by the NHLC and NHLC's timely receipt of responses pursuant to schedule set by the NHLC. Respondents are encouraged to submit their best price as part of their initial bid and not to assume there will be an opportunity to provide a BAFO at a later date.

23. NEWS RELEASES

Respondents shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this project without prior written approval of the NHLC, and only in coordination with the Issuing Office.

24. RESPONDENT'S REPRESENTATIONS AND AUTHORIZATIONS

By submitting a bid, a respondent agrees, represents and acknowledges that:

a. All information provided by, and representations made by, the respondent in its bid are material and important and may be relied upon by the NHLC in awarding a contract;

b. Any misstatement, omission or misrepresentation by a respondent shall constitute fraudulent concealment from the Issuing Office of the true facts relating to the bid submission;

c. The respondent has arrived at the price(s), amounts, terms and conditions in its bid independently and without consultation, communication or agreement with any other respondent or potential respondent, and without effort to preclude the NHLC from obtaining the best possible competitive bid. The respondent has not disclosed the price(s), the amount of the bid nor the approximate price(s) or amount(s) of its bid to any other firm or person, including but not limited to, a respondent or potential respondent for this RFB;

d. The respondent has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a bid in response to this RFB or to submit a bid higher than this bid or to submit any intentionally high or noncompetitive bid or other form of complementary bid; and

e. The respondent makes its bid in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

25. METHOD OF AWARD

The NHLC evaluation committee will select a bid(s) based on criteria set forth in Part IV. The evaluation committee may consist of senior staff member(s) of the NHLC. The evaluation committee will submit a recommendation on its selection of a bid(s) to the NHLC Commissioners for final approval. The responsible respondent(s) whose bid(s) the NHLC determines to be the most advantageous to the State of New Hampshire, after taking into consideration all of the evaluation factors, shall be notified in writing of its selection for contract discussions. The resulting contract(s) will be based on the standard terms and conditions contained in Attachment A, and modifications and additions to the standard clauses acceptable to the NHLC in its discretion. If the NHLC is unable to reach agreement with a respondent(s) during contract discussions, the NHLC may, at its sole discretion and at any time, reject and cancel the first respondent selection and commence contract discussions with the next highest ranked respondent, and

continue on in this manner at its discretion. The NHLC may, at its sole discretion, terminate any contract discussions, as it deems appropriate and at any time.

26. USE OF ELECTRONIC VERSIONS OF THIS RFB

This RFB is available in electronic form. If a respondent accepts the RFB in electronic form, the respondent acknowledges and accepts full responsibility to insure that no changes are made to the RFB. In the event of a conflict between a version of the RFB in the respondent's possession or relied upon by the respondent, and the Issuing Office's version of the RFB, the Issuing Office's version shall govern.

PART III - INFORMATION REQUIRED FROM THE RESPONDENT

1. PRICING:

*Prices for the specified equipment **MUST** be entered on the following Price Response sheets. Vendors **MUST** provide pricing for **ALL** items specified to be considered for award. Vendors may **NOT** submit pricing in any format other than the tables provided. Do not asterisk items or make other notations. If you have questions resolve them through the Inquiries process stated earlier in this document. Bid prices must be FOB Destination.*

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

DESCRIPTION	PRICE
Total Price to remove old boilers and to provide and install new boilers	$

2. BILLING CHARGES BREAKDOWN:

If additional work is required for this project outside of the scope of services above, the Liquor Commission will be bill at the rates below:

2.1. Billing repair rates are to include personnel and vehicles.

2.2. Charges shall consist of actual time at the job sites. An estimate of hours required and a number of staff needed to complete a requested service will be provided to the Liquor Commission by the Contractor at the time the Contractor schedules the work. Also, the Contractor must sign- in with the Store Manager upon start and completion of the work at the specified location.

2.3. The Liquor Commission retains the right to examine Contractor's invoices for the materials used in completing work. A copy of the Contractor's material invoices must be submitted with the billing to verify markup. The Liquor Commission will allow no other expenses incurred.

A. Other Service Pricing:

1. Normal Hourly Rates: $_____

2. Other Hourly Rates: $_____

B. Mark-up: Vendor's % of Mark-up: _____%

C. Mileage: Cost Per Mile $_____

3. PRIOR EXPERIENCE

It is mandatory that the Contractor as a company, corporation, or other entity must have a minimum of three (3) years successful experience in HVAC services. This experience must be completed prior to the date established for the receipt of the proposal. Include a summary of your company's experience with emphasis on the retail environment. Experience shown should be work done by individuals who will be assigned to this project, as well as that of your company. Experience should include projects completed for retail businesses where the size and scope are similar to the size of the NHLC and the size and scope of this project. Experience referred to should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHLC reserves the right to contact any and all persons listed by the respondent concerning past work experience.

5. SUBCONTRACTOR

Subcontracting is only permitted with prior approval from the Liquor Commission. If subcontractors are going to be utilized for any portion of the contract they need to be listed within this RFB along with experience. Experience should include projects completed for retail businesses where the size and scope are similar to the size of the NHLC and the size and scope of this project. Experience referred to should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted.

6. OBJECTIONS & ADDITIONS TO STANDARD CONTRACT TERMS & CONDITIONS AND/OR AGREEMENT STANDARDS

The respondent must identify which, if any, of the terms and conditions contained in Appendix A of this RFB it desires to negotiate, and the additional terms and conditions the respondent would like to add to the standard contract terms and conditions. The respondent's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the NHLC may consider late objections and additional requests, if it is in the best interests of the State of New Hampshire and the NHLC. The NHLC may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and/or agreement standards. The respondent shall not request changes to other provisions of the RFB; nor shall the respondent request to completely substitute its own terms and conditions for Appendix A. All terms and conditions must appear in one (1) integrated contract. The NHLC will not accept references to the respondents, or any other, online guides or online terms or conditions contained in any bid.

PART IV - CRITERIA FOR SELECTION

1. MANDATORY RESPONSIVENESS REQUIREMENTS

To be eligible for selection, a bid must be:

1. Timely received from a respondent; and
2. **Properly signed by the respondent's authorized representative, coversheet is provided in Appendix C**.

   The NHLC reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a bid.

2. REVIEW AND EVALUATION

The Issuing Office plans to utilize a committee of qualified personnel to review and evaluate timely submitted bids. The Issuing Office will notify in writing of its selection contract discussions the responsible respondent whose bid is determined to be the most advantageous to the State of New Hampshire as determined by the NHLC after taking into consideration all of the evaluation factors.

3. CRITERIA FOR SELECTION

The NHLC has established the weight for the evaluation criteria for this RFB as specified in the following table:

Criteria	Percent
Overall Engagement Price	50%
Demonstrate prior experience	30%
Capacity to Perform in a Timely Manner	20%

The following criteria will be used in evaluating each bid:

Overall Engagement Price – This refers to the professional fees and expenses.

Retail Experience – This refers to the respondent's prior experience performing the services listed within.

Capacity – This refers to the respondent's organizational capacity to handle the services including having the adequate employees and trucks, with related experience to meet the project needs and potentially aggressive time lines.

EXHIBIT A

NO RESPONSE FORM

Response to Request for Bid for Boiler Replacements

Responders not responding to this solicitation are asked to complete this form. Please return this form ***ONLY*** to the address listed above or fax to (603)271-3897

Company Name:_____

Address:_____

City:_____ State: _____ Zip:_____

Phone:_____ Fax:_____

Reason for NO RESPONSE:

☐ Don't handle goods/service

☐ Unable to respond due to current staff availability and/or business conditions

☐ Insufficient time

☐ Unable to meet terms, conditions, specifications or requirements as described within the solicitation due to:

_____

☐ Other:_____

This *NO* response is authorized by: _____ Date: _____
Signature

Title: _____

Please check one: ☐ Retain our company on the mailing list for future solicitations.

☐ Please remove our company from the mailing list for this commodity or service

EXHIBIT B

Subject:

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. **IDENTIFICATIONS.**

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation $
1.9 Contracting Officer for State Agency George P. Tsiopras, CFO		1.10 State Agency Telephone Number 603-230-7010	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____ On, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature		1.15 Name/Title of State Agency Signatory Joseph W. Mollica , Chairman	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.17 Approval by Attorney General (Form, Substance, and Execution) By: On:			
1.18 Approval by Governor and 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement, ("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 Contrctor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Sercives by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agrement 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. **T**he 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 Contactor 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 Agrement to the contrary, and notiwthstanding unexpected circumstances, in no event shall the total of all payment authorized, or actually made hereunder, exceed the Price Limitaion 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. 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 supplement by the regulations of the United State Department of Labor (41 C.F.R. Part 60), and with any rules, regulation and guidelines as the State New Hamphire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1. The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2. Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other persons, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3. The Contracting Officer specified in block 1.9, or his or her sucessor, shall be the State'e representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials_____
Date_____

8. EVENT OF DEFAULT/REMEDIES.

8.1. Any one or more of the following acts or ommissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1. failure to perform the Services satisfactorily or on schedule;

8.1.2. failure to submit any report required hereunder; and/or

8.1.3. failure to perform any other covenant, term or condition of this Agreement.

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

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

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

8.2.3. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Defauls; and/or.

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESEVATION.

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, formulea, 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 terminaiton 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 and 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 constitutue a waiver of the sovereign immunity of the State, which immunity is hereby reseved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than $250,00 per claim and $2,000,000 per occurrence: and

14.1.2. fire and extended coverage insurance 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.

Contractor Initials_____
Date_____

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 the 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modified of the policy.

15. WORKER'S 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 indentified 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 herof 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 pther 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 intrument 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.

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 be 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.

Contractor Initials_____
Date_____

EXHIBIT C

BID AND ADDENDUM ACKNOWLEDGEMENT

Response to Request for Bid for Boiler Replacements

The Bidder acknowledges the Bidder has carefully examined the RFB and draft Agreement.

The Bidders warrants that if Bid is accepted, Bidder will contract with the NHLC and comply with the requirements of the RFB and draft Agreement. Bidder agrees to deliver an executed Agreement to the NHLC within two (2) weeks of notification of acceptance of his/her Bid and receiving agreement from NHLC.

I, the undersigned, guarantee our Bid meets or exceeds specifications contained in the RFB document.

I affirm that I have read and understand all the provisions and conditions as set forth in this RFB. Our firm will comply with all provisions and conditions as specified.

I affirm that I am duly authorized to execute this potential contract; that this company, corporation, firm, partnership, or individual has not prepared this Bid in collusion with any other Bidder(s); and that the contents of this Bid as to terms, or conditions of said Bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder(s) or to any other person(s) engaged in this type of business prior to the official opening of the Bid.

I also affirm that I have received and examined all Addenda that have been issued under this RFB as listed and initialed below:

Addendum No. _____	Dated: _____	Initialed _____
Addendum No. _____	Dated: _____	Initialed _____
Addendum No. _____	Dated: _____	Initialed _____
Addendum No. _____	Dated: _____	Initialed _____

Company Name and Name of Bidder: _____

Signature of Authorized Person: _____

Title: _____

Business Address of Bidder: _____

Business Phone Number: _____

Date: _____

EXHIBIT D
REQUIRED DOCUMENTS

Below is a list of documents that will be required by the selected vendor to complete the execution of the contract.

A. Contractor's Certificate of Vote/Authority

B. Contractor's Certificate of Good Standing

C. Contractor's Certificate of Insurance