

135
MLC



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 8, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** contract with CDS Unlimited LLC (VC#422357), Bennington, NH, in the amount of \$2,700,000 for electrical low, medium and high voltage repair services, with the option to extend for two additional one-year periods, effective upon Governor and Council approval for the period February 1, 2023 through January 31, 2026.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This request is **Retroactive** because of unanticipated delays in document execution and approval processing. The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid 2675-23 on September 1, 2022 with responses due on September 20, 2022. This bid reached 27 vendors through the NIGP electronic sourcing platform with an additional 3 directly sourced. There were three responses received for this multi-award contract with CDS Unlimited LLC submitting the lowest compliant pricing for their respective counties.

It is the Department's intent to enter into contracts with each of the three vendors who submitted compliant responses. When an agency wishes to use these services, that agency will develop a scope of work (SOW) and the Department of Administrative Services will request a quote from each of the three vendors. Each SOW will detail various requirements related to the services, planning and implementation of new projects. The project engagement will be awarded to the lowest-cost, qualified quote. The three vendors, upon approval, will be CDS Unlimited LLC, Harry-O Electrical Corporation, and Richardson Electrical Co., Inc.

Electrical low and medium voltage repair services (under 600 Volts) are used statewide by multiple agencies to maintain their facilities during normal operations. This includes, but is not limited to, the electrical services required to add equipment/machinery to existing buildings and relocate operations as necessary.

Upon approval, the contract with CDS Unlimited LLC will provide electrical low and medium repair services for all counties within the State while representing a \$116,663.14 or 12.48% cost savings over the average of the three incumbent contractors. The incumbent contractors are AI Solutions (Contract #8002911), Gerard LaFlamme (Contract #8002660), and Harry-O Electric (Contract #8002662).

The table below illustrates the contracted average price per county of the three incumbent contractors compared to the bid prices provided by CDS Unlimited LLC. CDS Unlimited LLC is offering coverage for three counties that are currently not represented by contract coverage. In addition to greater coverage, CDS Unlimited LLC will provide significant cost savings for services in several other counties. Finally, CDS Unlimited LLC will provide statewide high voltage (over 600 volts) repair services, which is a new service for the State.

Electrical Low, Medium Voltage Repair Services			
County	Average expiring contract price	CDS Unlimited	CDS Difference
Coos	No prior contract	\$133,963.35	N/A
Grafton	No prior contract	\$87,698.55	N/A
Carrol	No prior contract	\$49,613.50	N/A
Belknap	\$189,451.57	\$172,942.60	(\$16,508.97)
Sullivan	\$56,520.00	\$51,997.60	(\$4,522.40)
Merrimack	\$415,455.48	\$343,993.21	(\$71,462.27)
Strafford	\$70,293.10	\$64,051.05	(\$6,242.05)
Rockingham	\$93,115.65	\$84,843.80	(\$8,271.85)
Hillsborough	\$66,314.85	\$60,150.90	(\$6,163.95)
Cheshire	\$43,455.00	\$39,963.35	(\$3,491.65)
Sub Total comparable counties	\$934,605.65	\$817,942.51	(\$116,663.14)

Total all counties low/medium voltage	N/A	\$1,117,946.30	N/A
Electrical High Voltage Repair Services			
County	Previous contract status	CDS Unlimited	
Coos	No prior contract	\$361,181.50	
Grafton	No prior contract	\$123,142.59	
Carrol	No prior contract	\$102,378.35	
Belknap	No prior contract	\$129,085.15	
Sullivan	No prior contract	\$142,040.10	
Merrimack	No prior contract	\$306,051.45	
Strafford	No prior contract	\$127,700.70	
Rockingham	No prior contract	\$98,063.72	
Hillsborough	No prior contract	\$114,987.03	
Cheshire	No prior contract	\$106,151.50	
Total all counties high voltage	N/A	\$1,610,782.09	
*CDS was the low bidder for all locations not previously under contract.			

Electrical Repair Services Totals	
Statewide low/ medium voltage	\$1,089,217.91
Statewide high voltage	\$1,610,782.09
CDS Total	\$2,700,000.00

Awarding CDS Unlimited LLC a contract for low, medium, and high voltage repair services will provide a solution for agencies requiring assistance with ongoing and future projects. The State presently utilizes many electrical low and medium voltage repair services. Through this contract agencies will now have access to high voltage repair services (over 600 Volts), which had been previously unavailable under contract.

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract with CDS Unlimited LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Electrical Low-Medium-High Repair Services	Agency:	Statewide			
Bid #	2675-23	Requisition #	N/A			
Agent Name	Andrea Olsson	Bid Closing:	9/20/2022 11:00AM			
	Product Description:	Harry-O Electric IN TOTAL	CDS Unlimited IN TOTAL	Richardson Electric IN TOTAL	Average of 3 Incumbent Contractors	
Group #1: Electrical Low/Medium Voltage Repair Services						
	Coos County	NO BID	\$ 133,963.35	\$ 217,302.50	NO BID	
	Grafton County	\$ 102,120.00	\$ 87,698.55	\$ 135,836.25	NO BID	
	Carroll County	\$ 57,297.00	\$ 49,613.50	\$ 73,277.25	NO BID	
	Belknap County	\$ 186,710.00	\$ 172,942.60	\$ 248,328.75	\$ 189,451.57	
	Sullivan County	\$ 59,435.00	\$ 51,997.60	\$ 76,153.75	\$ 56,520.00	
	Merrimack County	\$ 430,265.00	\$ 343,993.21	\$ 592,499.25	\$ 415,455.48	
	Strafford County	\$ 67,865.00	\$ 64,051.05	\$ 90,825.00	\$ 70,293.10	
	Rockingham County	\$ 91,335.00	\$ 84,843.80	\$ 121,357.50	\$ 93,115.65	
	Hillsborough County	\$ 64,455.00	\$ 60,150.90	\$ 86,476.25	\$ 66,314.85	
	Cheshire County	\$ 45,518.00	\$ 39,963.35	\$ 57,943.50	\$ 43,455.00	
Group #2: Electrical High Voltage Repair Services						
	Coos County		\$ 361,181.50			
	Grafton County		\$ 123,142.59			
	Carroll County		\$ 102,378.35			
	Belknap County		\$ 129,085.15			
	Sullivan County		\$ 142,040.10			
	Merrimack County		\$ 306,051.45			
	Strafford County		\$ 127,700.70			
	Rockingham County		\$ 98,063.72			
	Hillsborough County		\$ 114,987.03			
	Cheshire County		\$ 106,151.50			
Group Totals						
Group #1 Low/Medium Totals		\$ 1,105,000.00	\$ 1,089,217.91	\$ 1,700,000.00	\$ 934,805.65	
Group #2 High Voltage Totals			\$ 1,610,782.09			
Grand Totals						
Harry-O Electric		\$ 1,105,000.00				
CDS Unlimited		\$ 2,700,000.00				
Richardson Electric		\$ 1,700,000.00				

Special Notes:

It is the Department's intent to enter into contracts with the three vendors who submitted compliant responses where, the Department of Administrative Services, on behalf of a requesting State agency, will issue a request for quote and a scope of work (SOW) to all contractors. Each SOW will detail various requirements related to the services, planning and implementation of new projects. The project engagement will be based upon the lowest cost qualified quote. *CDS unlimited was the only respondent for High Voltage services therefore increasing their price limitation by \$1,610,782.09. Financial comparisons are based on average incumbent pricing for comparable counties only. CDS bid basis was reduced by approximately \$28,000 based on reassessment of estimated hours for Merrimack County.

NO BID
0

Non-Compliant
0

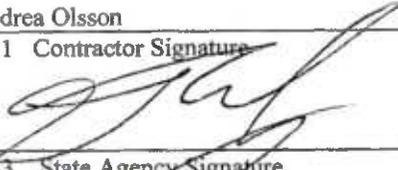
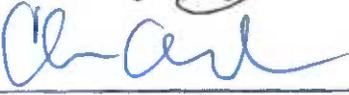
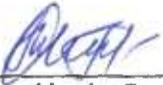
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name CDS Unlimited LLC		1.4 Contractor Address 279 Bible Hill Rd. Bennington, NH 03442	
1.5 Contractor Phone Number 603-714-5974	1.6 Account Number Various	1.7 Completion Date 1/31/2026	1.8 Price Limitation \$2,700,000.00
1.9 Contracting Officer for State Agency Andrea Olsson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature  Date: 11-28-2022		1.12 Name and Title of Contractor Signatory Jordan Widger - owner	
1.13 State Agency Signature  Date: 1/4/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/11/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 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.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

CDS Unlimited LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Electrical Low-Medium-High Voltage Repair Services in accordance with the bid submission in response to State Request for Bid #2675-23 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2675-23
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2675-23," and (6) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence 2/1/2023 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

4. SCOPE OF SERVICES

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The State of New Hampshire, Bureau of Purchase and Property Contracting to provide Electrical Low/Medium Voltage Repair Services and Electrical High Voltage Repair Services to facilities located throughout the State. The services shall include all testing, scheduled maintenance, emergency repairs and other work necessary on the State's electrical primary and secondary distribution systems not to exceed 600 volts for low/medium voltage with anything over 600 volts considered high voltage.

The Electrical Services shall include, but are not limited to, the following:

- a) Perform emergency repairs on low, medium and high voltage electrical systems

- b) Support interior and exterior renovation projects, relocate and/or install new electrical devices and light fixtures
- c) Install energy saving equipment
- d) Perform scheduled or regular maintenance on Low/Medium Voltage 600 volts or less and secondary electrical systems; High Voltage over 600 volts
- e) Repair and/or install new electrical supply systems including overhead and underground systems and related infrastructure including transformers and related switchgear;
- f) Install temporary electrical service to trailer/offices;
- g) Locate/trace electrical services;
- h) Maintain interior and exterior lighting;
- i) Other work necessary on the State's primary and secondary electrical systems as required.

Individual projects are not to exceed \$25,000 including all costs associated with any individual project, including supervision, labor, material, equipment, construction equipment, machinery and supplies etc.

A Request for Quote (RFQ) and Statement of Work (SOW) shall be issued to each Contractor in the county where work is being requested. The Individual projects shall be awarded to the Contractor with the lowest price, not to exceed quotes based on Contract rates meeting the RFQ/SOW requirements. Emergency electrical repair projects will be based upon the Emergency/Repair Rates specified in Exhibit C.

For emergency projects requiring immediate attention, the Contractor shall work on a Time and Materials basis subject to review and approval by the requesting agency supervisor or manager. Agencies will provide a brief summary of the emergency and select the Contractor who can be on site the soonest.

All work performed under this Contract shall be scheduled by the requesting supervisor or manager from the respective State agency.

Unless the Contractor is directed differently by the requesting project supervisor or manager, all materials, parts, and work shall be in compliance with the specifications as detailed in Appendix A.

All materials and supplies shall be invoiced at a markup not to exceed 10% over Contractor's cost. A detailed receipt shall accompany each invoice.

For Electrical Services Issued on a fixed price basis, the following information is required on all invoices:

- Description of the project
- Time frame indicated of when work was performed
- Copy of original quote submitted to Project Manager
- Provide supporting documentation of material costs and or subcontractor costs, not to exceed 10% mark up.

For Emergency Electrical Repair Services awarded on a Time and Material basis, the following additional information must be included on all invoices:

Description of the Work

Number of hours per person worked including copies of time sheets

Copies of original receipts for all materials purchased, not to exceed 10% mark up, or costs incurred as a result of the scope of work.

Invoices must be submitted to the State by the Contractor at the rates listed in Exhibit C. If additional equipment is required beyond the equipment listed, they must be procured and billed to the project subject to prior approval of the Project Manager. All materials shall be invoiced not exceed 10% over the Contractor's cost.

The Contractor shall notify the requesting State agency supervisor or manager of any maintenance related issues that are discovered while performing services.

Permits are required for new and renovation construction based on the provisions of the current NH State Building Code and applicable amendments. For further information:

<https://www.nh.gov/safety/divisions/firesafety/building/state-building-permit-system.html>

The Contractor shall be responsible for obtaining permits, scheduling inspections, and being on site during inspection. The State agencies shall be invoiced for the permit, at no markup, as part of the services. The permit cost will be itemized on the detailed invoice at completion of work.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

The Contractor shall initiate, maintain and supervise all safety precautions and programs in connection with the work. The Contractor shall utilize lock out tag out services on electrical systems in support of their construction or repair services. The person responsible for applying their lock or tag to isolate the circuit(s) shall have their name, company and contact number attached to the lock or written on the tag. The Contractor shall coordinate with the State Project Manager before energizing or de-energizing any circuits. Any medium voltage equipment shall be isolated and properly grounded.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a) All employees of the work and all other persons who may be affected thereby;
- b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off-the site, under the care; custody or control of the Contractor or any of their subcontractor(s); and
- c) Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadway structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain; as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other

warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The Contractor shall provide and maintain as required any traffic control measures to ensure safety to employees and the public.

The Contractor shall also be aware of laws and regulations relating to hazardous materials that may be encountered during construction operations. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action taken to dispose of, remove from the site; or otherwise contain the possible contaminants.

If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the project area and the Project Manager notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. The Contractor shall fully cooperate with the State and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.

The Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.

The Contractor shall pre-mark areas of any intended excavation in accordance with NH PUC 806 and notify NH Dig Safe. The Contractor shall comply with all NH Public Utilities 800, Underground Utility Damage Prevention Program Rules.

The Contractor shall make service available twenty-four hours per day, seven days per week for emergency electrical repair services. The Contractor shall provide one (1) dispatch telephone number or other electronic means of communicating that shall be available 24/7 for emergencies.

The Contractor shall execute the work by methods that minimize raising dust from construction operations. The Contractor shall provide positive means to prevent air borne dust from dispersing into the atmosphere.

The Contractor shall provide methods, means, and facilities to minimize noise from demolition and noise produced by construction operations.

The Contractor shall provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

The Contractor shall comply with pollution and environmental control requirements of authorities having jurisdiction.

The Contractor shall employ sufficient number of trained personnel so that all requests for electrical repair service calls are answered within the required time limitations.

The Contractor shall respond by phone or other electronic device to all emergency electrical repair service calls within fifteen (15) minutes of reported occurrence. The Contractor shall physically respond to the site within four (4) hours of receipt of notification from the State.

The Contractor's equipment shall be the size and type appropriate for completing the various types of electrical work. The Contractor shall ensure that any equipment considered by the Project manager or supervisor to be improper or inadequate for the purpose is removed from the site and replaced with satisfactory equipment.

The Contractor shall ensure that all materials shall be of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new unless otherwise specified and all electrical services shall be good quality free from faults and defects.

The Contractor shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the project they shall remove all their waste materials and rubbish from and about the project as well as all their tools, construction equipment, machinery any surplus materials and shall leave the premises in a clean and satisfactory condition at all times.

The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portion of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Contractor guarantees to repair, replace, re-execute or otherwise correct any defect in workmanship, materials, of the like that fails to conform to the requirements of the State, or that appear during the progress of the work or within one (1) year of final acceptance by the State.

The Contractor shall be responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under a contract.

The Contractor shall acquaint themselves with the limits of the property or right-of-way of the State and shall not trespass on other property. The Contractor shall adequately protect the project, adjacent property and the public, and shall be responsible for any damage or injury due to the Contractor's act or neglect, and shall save the State harmless in respect thereto.

All work shall be done in such a manner as not to interfere with the State's operating functions. The Contractor and their employees shall familiarize themselves and comply with all rules and regulations applicable to each project.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

Proof of electrical license(s) shall be made available upon request of the Contractor and their employees. This includes but is not limited to, membership to the New Hampshire Electrician's Board and being licensed to perform electrical work in the State of New Hampshire. The contractor shall also have a minimum of three (3) years' experience completing electrical services as described herein.

All scheduled services performed under this Contract shall be performed between the hours of 7:00 A.M. and 5:00 P.M. unless other arrangements are made in advance with the State. Occasions may arise which would require work to be performed before or after these hours, on weekends, or holidays. The typical working hours may vary by the type of facility or the operational needs of the State where work is being performed, and will be established in the RFQ/SOW of each project. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and 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 any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references

for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2675-23, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55qhaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55qhaeqs45jpya5i45))/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature 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.

7. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Electrical Low-Medium-High Voltage Repair services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$2,700,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

HOURLY RATES FOR ALL NH COUNTIES FOR LOW-MEDIUM-HIGH VOLTAGE REPAIR SERVICES				
DESCRIPTION	MONDAY TO FRIDAY 7 AM TO 5 PM	MONDAY TO FRIDAY 5:01 PM TO 6:59 AM	SATURDAY	SUNDAY & HOLIDAYS
MASTER ELECTRICIAN	\$74.25 PER HOUR	\$108.00 PER HOUR	\$108.00 PER HOUR	\$138.50 PER HOUR
LINEMAN	\$78.22 PER HOUR	\$115.00 PER HOUR	\$115.00 PER HOUR	\$156.44 PER HOUR
ELECTRICAL JOURNEYMAN	\$74.25 PER HOUR	\$108.00 PER HOUR	\$108.00 PER HOUR	\$138.50 PER HOUR
APPRENTICE/OPERATOR	\$48.25 PER HOUR	\$75.00 PER HOUR	\$75.00 PER HOUR	\$96.50 PER HOUR

HOURLY RATE FOR OTHER SERVICES	
DESCRIPTION	RATE/HOUR
BUCKET TRUCK	\$324.98
DIGGER/DERRICK TRUCK	\$484.96
CRANE	\$655.22
BACKHOE	\$124.28

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under Agreement.

5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

EXHIBIT D

RFB #2675-23 is incorporated here within.

EXHIBIT E

Contractor's bid is incorporated here within

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CDS UNLIMITED LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 03, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 839674

Certificate Number: 0005883131



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of October A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Jordan Widger, hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of CDS Unlimited LLC a limited liability partnership
(Name of Partnership or LLC)
under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 11-28-2022

ATTEST: Vanessa Dupuis, Operations Manager
(Name & Title)

Jordan Widger
Digitally signed by Jordan Widger
Date: 2022.11.28 14:33:49 -05'00'

Vanessa Dupuis
Digitally signed by Vanessa Dupuis
Date: 2022.11.28 14:34:18 -05'00'



STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 09-19-2022

Company Name: CDS Unlimited, LLC
Address: 279 Bible Hill Road
Bennington, NH 03442

To: Point of Contact: Andrea Olsson
Telephone: (603)-271-7272
Email: NH.Purchasing@dos.nh.gov

RE: Bid Invitation Name:
Bid Number: 2675 -23
Bid Posted Date (on or by): 09/01/2022
Bid Closing Date and Time: 9/20/2022 @ 11:00AM (EST)
Dear Ms. Olsson:

(Insert name of signor) Jordan Widger, on behalf of CDS Unlimited, LLC (insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2675 -23 for ELECTRIAL LOW/MEDIUM AND HIGH REPAIR SERVICE at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-i:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-i:11-c within the past year.

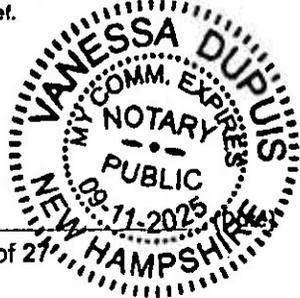
Authorized Signor's Signature [Signature] Authorized Signor's Title Owner

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Hillsborough STATE: NH ZIP: 03442

On the 19th day of September 2022, personally appeared before me, the above named Jordan Widger, in his/her capacity as authorized representative of CDS Unlimited, LLC, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.
[Signature]
(Notary Public/Justice of the Peace)



My commission expires: 09-11-2025

Contractor Initials JW
Date 09-19-2022

**REQUEST FOR BID FOR ELECTRICAL LOW/MEDIUM & HIGH VOLTAGE REPAIR SERVICES FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for Electrical Low/Medium & High Voltage Repair Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Andrea Olsson at the following address:
Andrea.I.Olsson@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>

TIMELINE:

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

09/01/2022	Bid Solicitation distributed on or by
09/06/2022	Last day for questions, clarifications, and/or requested changes to bid
09/13/2022	11:00 AM (EST) Bid Closing
02/01/2023	Implementation of Contract

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

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

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

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

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:

The term of the contract shall commence February 1, 2023 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later and shall continue thereafter for a period of three (3) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor(s) and the State with the approval of the Commissioner of the Department of Administrative Services.

CONTRACT AWARD:

It is the intent of the State to award up to three (3) Contracts per county for Lo/Medium Voltage (Section A) and one (1) per county for High Voltage (Section B). The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest costs by county. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor(s) shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

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

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

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

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge

and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall 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. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

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.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract at any time with written notice to the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

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

STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall have a completed **VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:**
Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer

Updated Published Price List MUST be e-mailed to Andrea.I.Olsson@DAS.NH.Gov.

AUDITS AND ACCOUNTING:

The successful Vendor(s) shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor(s) may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

USAGE REPORTING:

The successful Vendor(s) shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Andrea Olsson and sent electronic to Andrea.I.Olsson@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay

in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

ELIGIBLE PARTICIPANTS:

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments; <https://www.nh.gov/treasury/state-vendors/index.htm>** Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:

Invoices shall be submitted to the corresponding State agency after completion of work.

TERMS OF PAYMENT:

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:

The successful Vendor(s) shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and

Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ahaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ahaeqs45jpya5i45))/welcome.aspx)

IF AWARDED A CONTRACT:

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services.

SCOPE OF SERVICES:

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

Electrical Services

The State of New Hampshire, Bureau of Purchase and Property is seeking to establish up to three (3) contracts per county to provide Electrical Low/Medium Repair Services and one (1) per county to provide Electrical High Voltage Repair Services to facilities located throughout the State. The services shall include all testing, scheduled maintenance, emergency repairs and other work necessary on the State's electrical primary and secondary distribution systems not to exceed 600 volts for low to medium voltage with anything over 600 volts considered high voltage.

The Electrical Services shall include, but are not limited to, the following:

- a) Perform emergency repairs on low, medium and high voltage electrical systems;
- b) Support interior and exterior renovation projects, relocate and or install new electrical devices and light fixtures;
- c) Install energy saving equipment;
- d) Perform scheduled or regular maintenance on Low/Medium Voltage 600 volts or less and secondary electrical systems;
- e) Repair and or install new electrical supply systems including overhead and underground systems and related infrastructure including transformers and related switchgear;
- f) Install temporary electrical service to trailer/offices;
- g) Locate/trace electrical services;
- h) Maintain interior and exterior lighting;
- i) Other work necessary on the State's primary and secondary electrical systems as required.

Individual projects are not to exceed \$25,000 including all costs associated with any individual project, including supervision, labor, material, equipment, construction equipment, machinery and supplies etc.

A Request for Quote (RFQ) and Statement of Work (SOW) shall be issued to each successful contractor in the county where work is being requested. The Individual projects shall be awarded to the contractor with the lowest not to exceed quotes based on contract rates meeting the RFQ/SOW requirements. Emergency electrical repair projects will be based upon the Emergency/Repair Rates specified in Exhibit C.

For emergency projects requiring immediate attention, the successful Vendor shall work on a Time and Materials basis subject to review and approval by the requesting agency supervisor or manager. Agencies will provide a brief summary of the emergency and select the Contractor who can be on site the soonest.

All work performed under this Contract shall be scheduled by the requesting supervisor or manager from the respective State agency.

Unless the Vendor is directed differently by the requesting project supervisor or manager, all materials, parts, and work shall be in compliance with the specifications as detailed in Appendix A.

All materials and supplies shall be invoiced at a markup not to exceed 10% over Contractor's cost. A detailed receipt shall accompany each invoice.

For Electrical Services issued on a fixed price basis, the following information is required on all invoices:

Description of the project
Time frame indicated of when work was performed
Copy of original quote submitted to Project Manager
Provide supporting documentation of material costs and or subcontractor costs, not to exceed 10% mark up.

For Emergency Electrical Repair Services awarded on a Time and Material basis, the following additional information must be included on all invoices:

Description of the Work
Number of hours per person worked including copies of time sheets
Copies of original receipts for all materials purchased, not to exceed 10% mark up, or costs incurred as a result of the scope of work.

Invoices must be submitted to the State by the Contractor at the rates listed in Exhibit C. If additional equipment is required beyond the equipment listed, they must be procured and billed to the project subject to prior approval of the Project Manager. All materials shall be invoiced not exceed 10% over the Contractor's cost.

The successful Vendor's typical working hours under any resulting contract will range from 7:00 AM and 5:00 PM Monday through Friday, but occasions may arise which would require work to be performed before or after these hours, on weekends, or holidays. The typical working hours may vary by the type of facility or the operational needs of the State where work is being performed, and will be established in the RFQ/SOW of each project.

The successful Vendor(s) shall notify the requesting State agency supervisor or manager of any maintenance related issues that are discovered while performing services.

Permits are required for new and renovation construction based on the provisions of the current NH State Building Code and applicable amendments. For further information:

<https://www.nh.gov/safety/divisions/firesafety/building/state-building-permit-system.html>

The successful Vendor(s) shall be responsible for obtaining permits, scheduling inspections, and being on site during inspection. The State agencies shall be invoiced for the permit, at no markup, as part of the services. The permit cost will be itemized on the detailed invoice at completion of work

The successful Vendor(s) shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work.

The successful Vendor(s) shall initiate, maintain and supervise all safety precautions and programs in connection with the work. The Contractor shall utilize lock out tag out services on electrical systems in support of their construction or repair services. The person responsible for applying their lock or tag to isolate the circuit(s) shall have their name, company and contact number attached to the lock or written on the tag. The Contractor shall coordinate with the State Project Manager before energizing or de-energizing any circuits. Any medium voltage equipment shall be isolated and properly grounded.

The successful Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- a) All employees of the work and all other persons who may be affected thereby;
- b) all the work and all materials and equipment to be incorporated therein, whether in storage on or off-the site, under the care; custody or control of the Contractor or any of their subcontractor(s); and
- c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadway structures and utilities not designated for removal, relocation or replacement in the course of construction.

The successful Vendor(s) shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The successful Vendor(s) shall erect and maintain; as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

The successful Vendor(s) shall provide and maintain; as required any traffic control measures to ensure safety to employees and the public.

The successful Vendor(s) shall also be aware of laws and regulations relating to hazardous materials that may be encountered during construction operations. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants.

If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the project area and the Project Manager notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. The Vendor(s) shall fully cooperate with the State and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.

The successful Vendor(s) shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.

The successful Vendor(s) shall pre-mark areas of any intended excavation in accordance with NH PUC 806 and notify NH Dig Safe. The Contractor shall comply with all NH Public Utilities 800, Underground Utility Damage Prevention Program Rules.

The successful Vendor(s) shall make service available twenty-four hours per day, seven days per week for emergency electrical repair services. The Contractor shall provide one (1) dispatch telephone number or other electronic means of communicating that shall be available 24/7 for emergencies.

The successful Vendor(s) shall execute the work by methods that minimize raising dust from construction operations. The successful Vendor(s) shall provide positive means to prevent air borne dust from dispersing into the atmosphere.

The successful Vendor(s) shall provide methods, means, and facilities to minimize noise from demolition and noise produced by construction operations.

The successful Vendor(s) shall provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

The successful Vendor(s) shall comply with pollution and environmental control requirements of authorities having jurisdiction.

The successful Vendor(s) shall employ sufficient number of trained personnel so that all request for electrical repair service calls are answered within the required time limitations.

The successful Vendor(s) shall respond by phone or other electronic device to all emergency electrical repair service calls within fifteen (15) minutes of reported occurrence. The Contractor shall physically respond to the site within four (4) hours of receipt of notification from the State.

The successful Vendor(s) equipment shall be the size and type appropriate for completing the various types of electrical work. The successful Vendor(s) shall ensure that any equipment considered by the Project manager or supervisor to be improper or inadequate for the purpose is removed from the site and replaced with satisfactory equipment.

The successful Vendor(s) shall ensure that all materials shall be of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new unless otherwise specified and all electrical services shall be good quality free from faults and defects.

The successful Vendor(s) shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the project they shall remove all their waste materials and rubbish from and about the project as well as all their tools, construction equipment, machinery any surplus materials and shall leave the premises in a clean and satisfactory condition at all times.

The successful Vendor(s) shall supervise and direct the work, using their best skill and attention. The successful Vendor(s) shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portion of the work. All aspects of the project shall be subject to the inspection and approval of the State. The successful Vendor(s) guarantee to repair, replace, re-execute or otherwise correct any defect in workmanship, materials, of the like that fails to conform to the requirements of the State, or that appear during the progress of the work or within one (1) year of final acceptance by the State.

The successful Vendor(s) shall be responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under a contract.

The successful Vendor(s) shall acquaint themselves with the limits of the property or right-of-way of the State and shall not trespass on other property. The successful Vendor(s) shall adequately protect the project, adjacent property and the public, and shall be responsible for any damage or injury due to the Contractor act or neglect, and shall save the State harmless in respect thereto.

All work shall be done in such a manner as not to interfere with the State's operating functions. The successful Vendor(s) and their employees shall familiarize themselves and comply with all rules and regulations applicable to each project.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the successful Vendor(s) to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The successful Vendor(s) or their personnel shall not represent themselves as employees or agents of the State. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

Proof of electrical license(s) shall be made available upon request of the Contractor and their employees. This includes but is not limited to, membership to the New Hampshire Electrician's Board and being licensed to perform electrical work in the State of New Hampshire. The contractor shall also have a minimum of three (3) years' experience completing electrical services as described herein.

Additional Requirements:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The successful Vendor(s) shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The successful Vendor(s) or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The successful Vendor(s) personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

WARRANTY REQUIREMENTS:

The successful Vendor(s) shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater,

commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful Vendor(s) shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor(s) shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor(s) shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor(s) estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor(s) agree that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

Disaster Recovery

Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No**

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

OFFER:

Successful Vendor(s) hereby offers to perform the Electrical Services to the State of New Hampshire as specified at the schedules of rates quoted in Attachment C, in complete accordance with general and detailed specifications included herewith. These rates are inclusive of all fees and expenses including mileage and travel time. The hourly rate shall start when the Vendors(s) personnel arrive at the work site and when the Vendor(s) personnel leave the work site. Vendors do not have to fill out both Section A (Low/Medium) and Section B (High) of the attachment by each individual section Vendor submits an offer and must be filled out in its entirety to be a compliant bid.

Vendors may bid on any of the ten counties listed in Attachment C- Offer Sheet. Each of the counties have a section A: Low/Medium and a Section B: High Voltage. A Vendor may choose ***EITHER*** of the sections or ***BOTH*** but whichever section is bid on **must be filled out completely (all line items offered" to have a compliant bid.** Vendors do not need to fill out both of the sections if they do not offer the other services.

SITE LOCATIONS:

The following locations are a representation of potential services within a designated county this is not a comprehensive list of every State facility in each county. Vendors shall be expected to provide services to all State facilities in the counties awarded in any contract. This State of New Hampshire reserves the right to add locations to this list at the contracted price or to delete locations, as needed.

Name/Facility	Address	Town
COOS COUNTY		
Dept. of Natural and Cultural Resources - Jericho Mtn. State Park	298 Jericho Lake Road	Berlin
Dept. of Corrections- Northern Correctional Facility	Milan Rd	Berlin
NH Employment Security	151 Pleasant St	Berlin
NHDOT Bridge Maintenance Crew 2	790 Route 3	Carroll
Dept. of Natural and Cultural Resources - Beaver Brook State Park	Route 145	Colebrook
Dept. of Business & Economic Affairs - Colebrook SRA/WIC	Rte. 3 , 2 Dion Drive	Colebrook
Dept. of Natural and Cultural Resources - Forest Lake State Park	Forest Lake Road	Dalton
Dept. of Natural and Cultural Resources - Dixville Notch State Park	Route 26	Dixville
Dept. of Natural and Cultural Resources - Androscoggin Wayside	Route 16	Errol
Dept. of Natural and Cultural Resources - Mollidgewock State Park	1437 Berlin Road, Rt. 16	Errol
Dept. of Natural and Cultural Resources - Umbagog State Park	Route 16	Errol
Dept. of Natural and Cultural Resources - Moose Brook State Park	30 Jimtown Road	Gorham
DAS Bureau of Court Facilities - Coos County Superior	55 School Street	Lancaster
Dept. of Natural and Cultural Resources - Weeks State Park	Rte. 3 , 2 Dion Drive	Lancaster
NHDOT Bridge Maintenance Crew 1	111 Middle Street	Lancaster
Dept. of Natural and Cultural Resources - Mt. Washington State Park	Summit of Mt. Washington	Pinkham Notch
Dept. of Natural and Cultural Resources - Connecticut Lakes Headwaters	435 River Road	Pittsburg
Dept. of Natural and Cultural Resources - Deer Mtn. State Park	5309 Main Street	Pittsburg
Dept. of Natural and Cultural Resources - Great North Woods Regional Office	435 River Road	Pittsburg

Dept. of Natural and Cultural Resources - Lake Francis State Park	439 River Road	Pittsburg
Dept. of Natural and Cultural Resources - Milan Hill State Park	39 River Road	Pittsburg
Dept. of Natural and Cultural Resources - Coleman State Park	1155 Diamond Pond	Stewartstown
GRAFTON COUNTY		
Dept. of Natural and Cultural Resources - Wellington State Park	650 West Shore Road	Alexandria
Dept. of Natural and Cultural Resources - Lafayette Campground	Franconia Notch State Park	Franconia
Dept. of Natural and Cultural Resources - Cannon Mountain Ski Area	260 Tramway Drive	Franconia
DAS Bureau of Court Facilities - NH Circuit Court- Lebanon	38 Centerra Parkway	Lebanon
Dept. of Business & Economic Affairs - Lebanon SRA/WIC	I-89 South Bound-South of Exit 19	Lebanon
Dept. of Natural and Cultural Resources - Flume Gorge	852 Daniel Webster Hwy	Lincoln
Dept. of Business & Economic Affairs - Littleton WIC	Route 18, I-93 Exit 44	Littleton
Dept. of Natural and Cultural Resources - Mt. Cardigan State Park	Off Route 18	Orange
DAS Bureau of Court Facilities - NH Circuit Court - Plymouth	26 Green Street	Plymouth
NHDOT Bridge Maintenance Crew 10	43 Old North Grafton Road	Rumney

CARROLL COUNTY		
DAS Bureau of Court Facilities – NH Circuit Court – Conway	35 East Conway Rd., Rte 302	Center Conway
Dept. of Natural and Cultural Resources - Echo Lake State Park/Catherderal Ledge	60 Echo Lake Road	Conway
NH Employment Security	518 White Mt Hwy	Conway
Dept. of Natural and Cultural Resources - Crawford Notch State Park	2057 US Rte 302	Harts Location
Dept. of Business & Economic Affairs - N. Conway WIC	3654 White Mtn Highway, NH Rte 16- 2 miles north of Conway Village	Intervale
NHDOT Bridge Maintenance Crew 8	16 Hodsdon Shore Road	Ossipee
DAS Bureau of Court Facilities – Carroll County Superior	96 Water Street	Ossipee
Dept. of Natural and Cultural Resources - White Lake State Park	1632 White Mtn Hwy	Tamworth
Dept. of Natural and Cultural Resources - Wentworth State Park	305 Gov. Wentworth Hwy	Wolfeboro

BELKNAP COUNTY		
-----------------------	--	--

DAS Bureau of Court Facilities – NH Circuit Court – Laconia	26 Academy Street	Laconia
Dept. of Natural and Cultural Resources -	Right Way Path	Laconia
Dept. of Business & Economic Affairs - Sanbornton WIC	I-93 Northbound - Mile Marker 61	Sanbornton
DAS General Services - Laconia Campus	1 Right Path Way	Laconia
NHDOT Bridge Maintenance Crew 3	98 DOT Drive	New Hampton
Veterans Home	139 Winter Street	Tilton
NH Employment Security	426 Union Ave	Laconia

SULLIVAN COUNTY		
------------------------	--	--

DAS General Services - Claremont Campus	17 Water Street	Claremont
NH Employment Security	404 Washington St	Claremont
Dept. of Business & Economic Affairs - Springfield WIC	I-89 Northbound - Mile Marker 42- North of Exit 12A	Springfield
NHDOT Bridge Maintenance Crew 4	95 Nutting Road	Sunapee
Dept. of Natural and Cultural Resources - Pillsbury State park	100 Pillsbury Park Road	Washington

MERRIMACK COUNTY		
Dept. of Natural and Cultural Resources - Bear Brook State Park	157 Deerfield Rd	Allenstown
Dept. of Natural and Cultural Resources - DNCR Warehouse	3 CCC Circle Off Deerfield Rd.	Allenstown
NHDOT District 5 Patrol Shed 506	249 Pinewood Road	Allenstown
NHDOT Bridge Maintenance Crew 5	269 River Road	Allenstown
NHDOT District 5 Patrol Shed 505	1266 Route 3A	Bow
Dept. of Business & Economic Affairs - Canterbury WIC	I-93 Northbound - north of Exit 18	Canterbury
NHDOT District 5 Patrol Shed 525	123 West Road	Canterbury
NHDOT District 5 Patrol Shed 503	16 Deermeadow Road	Chichester
NHDOT Bridge Maintenance Crew 13C Storage	16 Deer Meadow Road	Chichester
DAS Bureau of Court Facilities - NH Circuit Court - Concord	32 Clinton Street	Concord
DAS Bureau of Court Facilities - Merrimack County Superior	5 Court Street	Concord
Dept. of Corrections -NHCFW	Perimter Road	Concord
Dept. of Corrections - NHSP-M	N State St	Concord
Dept. of Corrections- NEH	N State St	Concord
Dept. of Corrections - IWC	N State St	Concord
Dept. of Corrections - PPO Office	N State St	Concord
Dept. of Corrections - Shea Farm	Iron Works Rd	Concord
DAS General Services - Bridges	21 Mountain Rd	Concord

DAS General Services - Department of Justice	33 Capitol Street	Concord
DAS General Services - Department of Motor Vehicles	23 Hazen Drive	Concord
DAS General Services - DOT-Materials	5 Hazen Drive	Concord
DAS General Services - DOT - Mechanical Services	226 Sheep Davis Rd	Concord
DAS General Services - Emergency Operations Center	110 Smokey Bear Blvd	Concord
DAS General Services - Fish and Game	Hazen Drive	Concord
DAS General Services - Health & Human Services	27/29 Hazen Drive	Concord
DAS General Services - Johnson Hall	107 Pleasant St	Concord
DAS General Services - Legislative Office Building	33 North State St	Concord
DAS General Services - Londergan Hall	101 Pleasant St	Concord
DAS General Services - M & S Building	109 Pleasan St	Concord
DAS General Services - Morton Building	7 Hazen Drive	Concord
DAS General Services - Old Labor Building	19 Pillsbury St	Concord
DAS General Services - Old Revenue Building	61 So Spring St	Concord
DAS General Services - Records & Archives	71 So Fruit St	Concord
DAS General Services - Safety Building	33 Hazen Dr	Concord
DAS General Services - Spaulding Hall	95 Pleasant St	Concord
DAS General Services - State House	107 N Main St	Concord
DAS General Services - State Library	20 Park St	Concord
DAS General Services - Supreme Court Building	Noble Drive	Concord
DAS General Services - Upham Walker Building	18 Park St	Concord
DAS General Services - Walker Building	21 S Fruit St	Concord
Bureau of Facilities & Assets - Warehouse	12 Hills Ave	Concord
Bureau of Facilities & Assets - Dolloff	117 Pleasant St	Concord
Bureau of Facilities & Assets - Main	105 Pleasant St	Concord
Bureau of Facilities & Assets - Annex	115 Pleasant St	Concord
Bureau of Facilities & Assets - Thayer	97 Pleasant St	Concord
Bureau of Facilities & Assets -	127 Pleasant St	Concord

Laundry		
Bureau of Facilities & Assets - Transportation Garage	127 A Pleasant St	Concord
Bureau of Facilities & Assets - Liberty House	119 Pleasant St	Concord
Bureau of Facilities & Assets - Brown Building	129 Pleasant St	Concord
Bureau of Facilities & Assets - Philbrook	121 South Fruit St	Concord
NHDOT Bureau of Traffic	18 Smokey Blvd	Concord
NH Employment Security	45 S. Fruit St	Concord
NH Police Standards & Training	17 Institute Drive	Concord
DAS Bureau of Court Facilities - NH Circuit Court - Franklin	7 Hancock Terrace	Franklin
NHDOT Bridge Maintenance Crew 13	13 Range Road	Franklin
NHDOT Bridge Maintenance Crew 13B Storage	38 Salisbury Road	Franklin
NHDOT District 5 Patrol Shed 504	57 State Shed Road	Henniker
NHDOT District 5 Patrol Shed 508	2 Peters Brook Road	Hooksett
NHDOT Bridge Maintenance Crew 4N Storage	63 Dump Road	New London
Dept. of Natural and Cultural Resources - Sunapee State Park	1460 Rte 103	Newbury
Dept. of Business & Economic Affairs - Sutton WIC	I-89 Southbound - 1 mile south of Exit 10	Sutton
Dept. of Natural and Cultural Resources - Wadleigh State Park	Route 114	Sutton
Dept. of Natural and Cultural Resources - Rollins State Park	Rte 103	Warner
NHDOT District 5 Patrol Shed 526	35 Warner Road	Warner
Dept. of Natural and Cultural Resources - Winslow Lake State Park	475 Kearsarge Valley Rd	Wilmont

STRAFFORD COUNTY

DAS Bureau of Court Facilities - NH Circuit Court - Dover	25 St. Thomas Street	Dover
NHDOT District 6 Patrol Shed 606	50 Gerrish Rd	Dover
NHDOT District 6 District Office	271 Main Street	Durham
NHDOT District 6 Patrol Shed 603	25 Cemetery Rd	Gonic
NHDOT District 6 Patrol Shed 605	65 Pinkham Rd	Lee
NHDOT District 6 Patrol Shed 601	245 White Mountain Hwy	Milton
DAS Bureau of Court Facilities - NH Circuit Court - Rochester	76 No. Main Street	Rochester
NH Employment Security	6 Marsh Brook Drive	Somersworth
NHDOT District 6 Patrol Shed 602	1011 Parker Mountain Rd	Strafford

ROCKINGHAM COUNTY

DAS Bureau of Court Facilities - Rockingham Superior	#10 Route 125	Brentwood
NHDOT District 5 Patrol Shed 509	376 Old Candia Road	Candia

NHDOT District 5 Patrol Shed 513	825 Raymond Road	Chester
DAS Bureau of Court Facilities - NH Circuit Court - Derry	10 Courthouse Lane	Derry
Dept. of Natural and Cultural Resources - Robert Frost Farm	Route 28	Derry
NHDOT District 5 Patrol Shed 528	41A Kendall Pond Road	Derry
NHDOT District 6 Patrol Shed 608	73 Coffin Rd	Epping
NHDOT Bridge Maintenance Crew 11	73 Old Hedding Road	Epping
NHDOT District 6 Patrol Shed 607	253 Epping Rd	Exeter
DAS Bureau of Court Facilities - NH Circuit Court - Hampton	3 Timber Swamp Rd	Hampton
Dept. of Natural and Cultural Resources - Kingston State Park	126 Main Street	Kingston
NHDOT District 6 Patrol Shed 611	65 Mill Rd	Kingston
NHDOT District 5 Patrol Shed 512	469 Mammoth Road	Londonderry
NHDOT District 5 Patrol Shed 516	4 West Road	Londonderry
NHDOT District 6 Patrol Shed 609	39 Route 108	Newfields
NHDOT Bridge Maintenance Crew 6	39 Route 108	Newfields
NHDOT District 6 Patrol Shed 612 -	143 South Rd	North Hampton
Dept. of Natural and Cultural Resources - Northwood Meadows State Park	Route 4	Northwood
NHDOT District 6 Patrol Shed 604	1159 1st NH Turnpike	Northwood
Dept. of Natural and Cultural Resources - Pawtuckaway State Park	128 Mountain Road	Nottingham
Dept. of Natural and Cultural Resources - Wentworth Collidge Mansion	375 Little Harbor Road	Portsmouth
DAS Bureau of Court Facilities - NH Circuit Court - Portsmouth	111 Parrot Avenue	Portsmouth
NHDOT Bridge Maintenance Crew 15	10 Ranger Way	Portsmouth
NH Employment Security	2000 Lafayette Rd	Portsmouth
Dept. of Natural and Cultural Resources - Odiorne Point State Park	Route 1A	Rye
Dept. of Natural and Cultural Resources - Rye Harbor State Park	Off Route 1A	Rye
Dept. of Natural and Cultural Resources - Seacoast Science Center	570 Ocean Blvd	Rye
Dept. of Natural and Cultural Resources - Wallis Sands State Park	900 Ocean Blvd	Rye
NHDOT District 6 Patrol Shed 610	61 Dow Lane	Rye
Dept. of Business & Economic Affairs - Salem WIC	I-93 Northbound, before Exit 1	Salem

NHDOT District 5 Patrol Shed 514	54 Shadow Lake Road	Salem
NH Employment Security	29 South Broadway	Salem
Dept. of Business & Economic	i-95 North Bound	Seabrook
Affairs - Seabrook SRA/WIC		
HILLSBOROUGH COUNTY		
NHDOT Bridge Maintenance Crew 7	455 Keene Road	Antrim
NHDOT District 5 Patrol Shed 511	6 East Point Drive	Bedford
NH DOT District 5 Office	16 East Point Drive	Bedford
NHDOT Bridge Maintenance Crew 14	8 Eastpoint Drive	Bedford
NHDOT- District 5 Patrol Shed 507	93 Church Street	Goffstown
Dept. of Natural and Cultural Resources - Greenfield State Park	Campground Road	Greenfield
Dept. of Natural and Cultural Resources - Franklin Pierce Homestead	Route 31	Hillsborough
Dept. of Natural and Cultural Resources - Silver Lake State Park	138 Silver Lake Rd	Hollis
NHDOT District 5 Patrol Shed 515	224 Depot Road	Hollis
DAS Bureau of Court Facilities - NH Circuit Court - Manchester	35 Amherst Street	Manchester
DAS Bureau of Court Facilities - Hillsborough County Superior - North	300 Chestnut Street	Manchester
NHDOT District 5 Patrol Shed 527	Route 101 East	Manchester
NH Department of Corrections - Calumet House	Lowell St	Manchester
DAS Bureau of Court Facilities - NH Circuit Court - Merrimack	4 Baboasic Lake Road	Merrimack
DAS Bureau of Court Facilities - NH Circuit Court - Milford	4 Meadowbrook Drive	Milford
NHDOT District 5 Patrol Shed 510	33 Buxton Road	Milford
DAS Bureau of Court Facilities - Hillsborough County Superior - South	30 Spring Street	Nashua
NH Employment Security	6 Townsend West	Nashua
CHESHIRE COUNTY		
Dept. of Natural and Cultural Resources -Chesterfield Gorge	1823 Route 9	Chesterfield
Dept. of Natural and Cultural Resources -Rhododendron	424 Rockwood Pond	Fitzwilliam
DAS Bureau of Court Facilities - NH Circuit Court - Jaffrey	84 Peterborough Street	Peterborough
Dept. of Natural and Cultural Resources -Gilson Pond Campground	585 Dublin Road	Jaffrey
Dept. of Natural and Cultural Resources -Monadnock State Park	169 Poole Road	Jaffrey
Dept. of Natural and Cultural Resources -Miller State Park	Route 101	Peterborough

ATTACHMENT A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 12/11/2019)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the

performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 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.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor

arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

ATTACHMENT B

RFB# 2675-23

Electrical Low/Medium and High Voltage Repair Services

Attachment B

9/1/2022

Section	Description
07 8400	Firestopping
26 0500	Basic Electrical Materials and Methods
26 0505	Selective Demolition for Electrical
26 0513	Medium Voltage Cables
26 0519	Low Voltage Electrical Power Conductors and Cables
26 0526	Grounding and Bonding for Electrical Systems
26 0529	Hangers and Supports for Electrical Systems
26 0533.13	Conduit for Electrical Systems
26 0533.16	Boxes for Electrical Systems
26 0533.23	Surface Raceways for Electrical Systems
26 0553	Identification for Electrical Systems
26 2416	Panelboards
26 2726	Wiring Devices
26 2813	Fuses
26 2816.13	Enclosed Circuit Breakers
26 2816.16	Enclosed Switches
26 5100	Interior Lighting
26 5600	Exterior Lighting

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 9/13/2022

ADDENDUM # 01 TO BID INVITATION # 2675-23

DATE OF BID CLOSING: 09/20/2022

TIME OF BID CLOSING: 11:00 AM (EST)

FOR: ELECTRICAL-LOW-MEDIUM-HIGH SERVICES

Currently Reads:

09/06/2022 Last day for questions, clarifications, and/or requested changes to bid

09/13/2022 11:00 AM (EST) Bid Closing

Change to:

9/15/2022 Last day for questions, clarifications and/or requested changes to bid

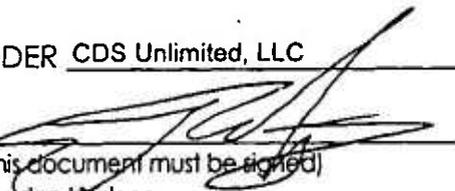
9/20/2022 11:00AM (EST) Bid Closing

PURCHASING AGENT: Andrea Olsson

E-Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER CDS Unlimited, LLC **ADDRESS** 279 Bible Hill Road

BY  Bennington, NH 03442

(This document must be signed)

Jordan Widger

TEL. NO. (603) 588-2573

(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 9/16/2022

ADDENDUM # 2 TO BID INVITATION # 2675-23

DATE OF BID CLOSING: 09/20/2022

TIME OF BID CLOSING: 11:00 AM (EST)

FOR: Electrical Low-Medium-High Services

Question 1:

Is there a cost estimate, budget or ballpark figure for the project listed?

State Response 1:

The purpose of this bid invitation is to establish a contract for Electrical Low/Medium & High Voltage Repair Services to the State of New Hampshire. The term of the contract shall commence February 1, 2023 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later and shall continue thereafter for a period of three (3) years. See RFB 2675-23, page 3 for more information.

Question 2:

Is there an actual start date for the project?

State Response 2:

See above for Contract start date

Question 3:

We understand this is a 3 year contract but does the price for Year 1 cover years 2 and 3? In other words, do we have to anticipate the hours, materials, etc. for years 2 and 3? OR, after Year 1, can we adjust pricing for Years 2 and 3?

State Response 3:

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. See RFB 2675-23, page 6 for more information.

Question 4:

Do we have to be approved as a vendor, like NH DOT, or can we just submit our bid?

State Response 4:

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

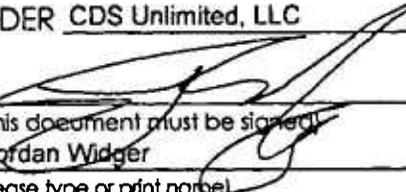
Prior to bid award, Vendors shall have a completed: State of New Hampshire Vendor Application, New Hampshire Secretary of State Registration, Confidentiality & Criminal Record (if applicable), Certificate of Insurance. For more information, please refer to RFB 2675-23, page 5

PURCHASING AGENT: Andrea Olsson

E-Mail: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER CDS Unlimited, LLC ADDRESS 279 Bible Hill Road

BY  Bennington, NH 03442

(this document must be signed)

Jordan Widger TEL. NO. (603) 714-5974

(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.