

Purchasing Office
Keene State College
229 Main Street
Keene, NH 03435-1601
Phone: (603) 358-2493; 358-2494
Fax: (603) 358-2495
Web Site: [www.keene.edu /purchasing](http://www.keene.edu/purchasing)

This page MUST be faxed to the KSC Purchasing Office IMMEDIATELY!

PROPOSER INFORMATION FORM

May 25, 2016

Bid Number: 13328-0001

Due Date: 6/13/16 at Noon

Project Description: Laser Cutting and Engraving Machine

Returning this form will indicate your intention on submitting a bid and ensure we have correct information for future correspondence regarding this project.

The Information below applies to: Will Submit Bid ☐ Will Not Submit Bid ☐
This bid only ☐ All bids ☐

(Please type)

Company Name: _____

Contact Person: _____

Email: _____

Address: _____

Phone: _____

Fax: _____

Please fax this page to: (603) 358-2495.

KEENE STATE COLLEGE

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Today's Date: 5/18/16

Bid Number: 13328-0001

Due Date: 6/13/16 at Noon

Project Description: Laser Cutting and Engraving Machine

Request for Bid (RFB). This is not an order. The University System of New Hampshire reserves the right to reject any or all bids and to waive any formalities in the bid process.

KSC Inclement Weather Policy.

It is the College's policy to declare curtailed operations when the most severe weather conditions are expected or experienced. Before coming to a bid opening during inclement weather, you may call the KSC at 603/358-2493 to learn if the College is open or if curtailed operations are in effect. Any bid openings scheduled for a day when curtailed operations have been declared will be postponed until the next business day. All delayed bid openings will be at the same time as originally scheduled.

Renee Harlow

Renee Harlow
Director of Purchasing

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Bid Number: 13328-0001

Due Date & Time: 6/13/16 Noon

STATEMENT OF WORK

Desc

ription Laser Cutting and Engraving Platform

1. INTRODUCTION – General:

A. Purpose

The Keene State College is requesting bids for Laser Cutting and Engraving Platform Machine – per the attached specifications. Awarded firm will supply the equipment listed in this RFP.

B. Definition of Terms The University System of New Hampshire, Appendix A – General Terms and Conditions, the University System of New Hampshire General Conditions of the Contract for Construction and the KSC Building Standards are an integral part of this bid document and as such become a part of the overall agreement. All bidders are responsible to read, review and apply them to this project. All can be seen at: <http://www.keene.edu/purchasing/> Click on the Bid Information button on the left side of the page

C. Background About

Keene State College strives to conduct business in a sustainable manner. This is an effort to balance economic priorities with environmental health and human health. KSC will, when economically feasible, do business with companies that can further our sustainable objectives. We are interested in receiving environmental mission statements or any programs or policies that have to do with sustainable issues. These programs or policies can be, but are not limited to, reducing, reusing and recycling resources, disposal of organic and other solid waste, conservation efforts in regards to transportation, energy and water, disposal of hazardous waste, giving back to the community. Please include as part of your bid any pertinent information in reference to any sustainable practices of your company, if applicable.

II. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

A. General Scope of Work –

Laser Cutting and Engraving Machine - Specifications

- Laser Engraving and Cutting Platform with a 32 x 18 inch engraving/cutting field.
- Customizable Laser Interface materials based driver.
- Compatible with Rapid Reconfiguration for quick and easy changing of laser cartridges up to 60 watts.
- Platform conforms to CDRH Class 1 safety enclosure for CO2 laser beam.
- CO2 Quick Change Laser with Cross Platform Compatibility with integrated red laser diode pointer.
- Air Assist with Optics to keep lenses clear and improve quality of work.

Includes:

- Installation & training
- Direct Import Software
- Shipping

List of Electrical Power Requirements: Single Phase, 110/220 VAC

Must be delivered and invoiced after July 1, 2016.

III. REQUEST FOR BID (RFB) INSTRUCTIONS/INFORMATION

A. Overview of RFB Process/Timeline

- Bid packages shall be available on the KSC Purchasing website by 5/25/16.
- Bids are due no later than 6/13/16 – Noon.
 - Bids will be opened and read aloud at that time. Proposers and the general public are welcome to attend the opening. Late bids will not be considered.
- All bids will be read, reviewed and evaluated by the evaluation committee.
- Finalists may be asked to come to campus to discuss their bids further with the evaluation committee. The evaluation committee will decide if such presentations are necessary.

B. General Instructions

- **Any oral information received from the evaluation committee or any other KSC personnel will not alter or change this RFB.**
- **Bids may be hand delivered or mailed.**
- **Submit one original and a flash-drive or cd in a sealed package(s) by 6/13/16** Package(s) should be clearly marked "RFB #13328-0001". One package must be marked "Official Bid" and the rest should be marked "Copy". Package(s) should be addressed as follows:

- Renee Harlow
- Keene State College
- 229 Main Street
- Keene, NH 03435

- By responding to this RFB the proposer acknowledges that s/he has read and understands the information contained within this RFB and has taken the contents into account in the preparation of the bid amount(s) as well as any alternate bid prices.
- The cost for developing the bids shall be absorbed by the proposer.
- KSC considers all terms and conditions to be accepted unconditionally by a contractor unless written exceptions are made to specific clauses of this specification. Such exceptions may, however, be used as a basis for rejection of the bid.
- Failure of a proposer to follow the instructions of the RFB may result in rejection of the bid.

B. Format & Contents of Bid: Bid Expectations:

All Bidders must complete the attached Price Page to be considered for bid award

- ❖ Provide clear, concise plan detailing how Proposer will perform the Scope of Work
- ❖ Proposing firm capabilities/work history with this type of project.
- ❖ Warranty, service and support information and total costs
- ❖ Requirements of the Contractor for KSC

C. Evaluation Committee Rights/Rules of Conduct

1. The evaluation committee expressly reserves the right to reject any and all bids without penalty, to waive all technicalities and irregularities and deviations of bids from this RFB, to decide whether a bid does or does not substantially comply with the requirements of this RFB, to be the final judge as to which is the best overall bid, and to award a contract to the contractor whose bid it considers to be in the best interest of KSC.
2. The evaluation committee reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to KSC.
3. The evaluation committee will treat all bids received prior to the opening date as confidential. The committee may disseminate information to others whom the committee deems in its sole discretion to have an interest in the bid. In no event shall the committee be liable for any breach of confidentiality. All materials submitted in response to this RFB, with the exception of any materials that both the proposer and committee deem as confidential (and so marked by the proposer) will become the property of the committee and will become part of the public record. Pricing may not be considered confidential information.
4. The content of the evaluation committee's working papers and discussions relating to the bids will be considered confidential.
5. The evaluation committee will evaluate all bids against the evaluation criteria listed in this RFB and determine which contractor will best meet the needs of KSC.
6. KSC reserves the right to negotiate simultaneously with more than one proposer.

E. Evaluation Factors

1. RFP

Each Bidder should address all sections of this request for RFP. The submission must be in sufficient detail to allow the evaluation committee the ability to evaluate the RFP.

RFP award will be based upon the following: (not necessarily listed by priority)

- A) Prices
- B) Ability to meet Project Timelines
- C) Reputation/References
- D) Adherence to RFP specifications

IV. INSTRUCTIONS TO SUCCESSFUL PROPOSER (S) FOR EXECUTION OF A CONTRACT

A. Contract (Also see: <http://www.keene.edu/purchasing/>)

- The Owner's agent (or the USNH agent) listed in III.B.3 will work with the selected proposer representative(s) to develop a mutually agreeable contract.

B. Contract Termination

- The Owner may without prejudice to any right or remedy, and after giving the contractor and his sureties written notice, terminate the contract forthwith if any of the following conditions (a.-d.) exist:
 - a. If the contractor should be adjudged bankrupt;
 - b. If the contractor shall make a general assignment for the benefit of his creditors, or a receiver should be appointed over the property;
 - c. If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,
 - d. If this contract or any part hereof shall be subcontracted without previous written consent of KSC and the Owner.
- The Owner reserves the right to cancel the contract awarded to the contractor, if in KSC's judgment, performance under the contract is unsatisfactory. It is understood, however, that if at any time during the term of the contract performance thereunder is deemed to be unsatisfactory, KSC shall so notify the contractor and demand that the contractor shall correct such unsatisfactory conditions immediately but not more than ten (10) days from such notification. If such corrections are not made within the allotted time period, KSC may terminate the contract within thirty (30) days of the initial notification date.
- Either party may without prejudice to any right or remedy, and after giving the other party 90-calendar days written notice, terminate the contract.

C. KSC's Rights and Responsibilities

- KSC reserves the right to audit those financial records of the contractor which pertain to contractor operations.
- KSC reserves the right not to enter into a contract if, after reviewing all bids received, it is determined such a contract would not be in the best interest of the KSC.
- KSC intends to meet its contract obligations and to treat all proposers fairly.

D. Contractor's Rights and Responsibilities

- The contractor agrees to maintain records arising from the operation of this contract for a period of two (2) years following its termination or expiration date, unless permission to the contrary is given by the KSC in writing. The contractor agrees to provide access to its accounting information pertaining to this KSC contract in the event an audit is requested.
- Steve Green, or his designee will be the assigned technical representative and the building operations representative for this bid. Questions of conduct, methods, quantity, quality, scheduling, etc. are to be directed to him during the term of the contract.
- The contractor will be responsible for purchasing merchandise and services and executing contracts in its own name and at its own cost and expense and on its own credit.

E. Rights Afforded To Both Parties

- Each party shall indemnify and hold the other party and its affiliates and their trustees, officers, directors, employees and agents harmless from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorney's fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, contractors or affiliates. This section shall survive termination of the contract.
 - If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations at the University/ College shall be interrupted or stopped, performance of this contract, with the exception of moneys already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
 - Choice of law and legal remedies: The contract shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any provision of these terms and conditions shall be declared illegal or unenforceable by a competent court within this jurisdiction the remaining provisions shall remain in full force and effect.
4. This contract is one of specialized service. Neither party may assign this contract without

the written consent of the other party; and any assignment attempted without such consent shall give the other party the immediate right to cancel this contract except that the contractor may assign this contract with the consent of Owner to any subsidiary or affiliate of the contractor or any corporation into which the contractor or its successor may be merged, converted or consolidated, or which may otherwise succeed to substantially all of its assets; but the contractor shall during the term hereof remain liable for its obligation hereunder.

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Bid Number: 13328-0001

Due Date & Time: 6/13/16 at

PROPOSER STATEMENT OF QUALIFICATIONS

FAILURE TO REPLY MAY RESULT IN DISQUALIFICATION OF BID

1. Business Name: _____
2. Addresses, Telephone Numbers and Fax Numbers (800/888 if available) for:
 - a. Principal Place of Business

 - b. Principal Mgr. or Sales Rep.

 - c. Bids

 - d. Order Placement

 - e. Accounts Receivable

3. Federal ID/SSN Number _____
4. Are you registered with the NH Secretary of State? Yes ☐ No ☐ Date _____
Do you have a current Certificate of Authority? Yes ☐ No ☐ Date _____
5. General Classification of Business or Character of Work Performed _____
6. Doing Business as:

<input type="checkbox"/> Contractor	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Distributor
<input type="checkbox"/> Dealer	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/>

Corporation in State of _____

7. Year Organized _____
8. Number of years engaged in this business under present business name
If another name, supply details _____
9. Standard Conditions of Order: a. Minimum \$ Amount, if any: \$ _____
b. Terms: _____ c. F.O.B. _____
10. If a contractor, what categories of work do you perform with your own forces?

11. Major current projects (Include name of project, owner, contract amount, percent complete, and scheduled completion date. Attach separate sheet if necessary.)

12. List any projects completed for the University System within the last five years. (Include name, gross amount, completion date, and owner representative.

13. Has this business ever defaulted on a contract? _____ If "yes", state circumstances.

14. Has this business ever failed to complete any project awarded to it? _____ If "yes", state circumstances. _____

15. List your major equipment available.

16. List and provide brief resume of key personnel available to manage and supervise.

17. Trade References.

18. List bank with which your firm does business. Do you grant permission to a responsible KSC Administrator to contact these banks? Yes ☐ No ☐ Banks: _____

19. Name of bonding company and address of agent.

20. If submitted, with a bid, list projects that are similar to this project and/or the major projects completed by this business in the past five years. (Include name of project, owner, contract amount, and completion date. Attach separate sheet if necessary.)

21. Number of full-time employees _____ AA/EEO Employer? _____

22. Does your Concern meet any of the following US Government criteria?

a. _____ Minority enterprise Concern. A minority enterprise is one that is at least fifty percent owned by minority group members, or in the case of publicly owned businesses at least fifty-one percent of the stock is owned by minority group members. (If checked, indicate ethnic group below)

- _____ Black American (not of Hispanic origin)
- _____ Asian American
- _____ Hispanic American
- _____ American Indian/Alaskan Native

b. _____ Women Owned and Operated Concern. A business that, regardless of ethnic background is at least fifty percent owned by women members, or in the case of publicly owned businesses at least fifty-one percent of the stock is owned by women.

c. _____ Small Business Concern. A business independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration.

d. _____ Labor Surplus Area Concern. A business located in an area (designated by the US Government, Department of Labor) in which unemployment exceeds the national average.

23. While furnishing goods and services to any unit of the University System of New Hampshire pursuant to any purchase order, contract, or agreement, whether written or oral, the undersigned certifies that his/her firm or organization will comply with the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, as well as all regulations and orders of the Secretary of Labor pursuant to these provisions. Further, the undersigned certifies that his/her firm or organization will incorporate by reference in each contract, purchase order or agreement with the University System meeting the appropriate jurisdictional limits the equal employment and affirmative action clauses contained in 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4. The undersigned also certifies that employees of the firm or organization have been instructed not to engage in any acts of sexual harassment against students or employees of the University System.

Will this organization act as guarantor of the contract for this contract? _____

I certify the above information to be correct and authorize the University System of New Hampshire to investigate all facts contained herein, including facility visitation.

Name of organization _____

By _____ Date _____

Printed Name _____

Title _____

DEBARMENT: The firm certifies, by submitting this Statement of Qualifications, that neither it nor its principals are presently debarred, suspended, proposed for debarment, have been declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the firm cannot certify this statement, attach a written explanation for review by the USNH.

I hereby certify the above information to be correct and authorize the University System of New Hampshire to investigate all facts contained therein, including facility visitation.

Dated at _____ this _____ day of _____, _____.

Name of Organization By: _____

Title:

State of

County of

_____, being duly sworn, deposes and says that he

is _____ of _____ and that the

(Title)

(Name of Organization)

answers to the foregoing questions and all statements contained

therein are true and correct. Sworn to before me this _____ day of _____.

Notary Public

My commission expires _____.

END OF DOCUMENT

INSURANCE REQUIREMENTS

1. The Contractor shall purchase and maintain for the life of the contract the insurance indicated below:

- a. Workers' Compensation and Employer's Liability Insurance for all his employees to be engaged on Work in the project under the Contract.
- b. Commercial General Liability, including all coverages outlined in paragraph four (4).
- c. Comprehensive Auto Liability, including all coverages outlined in paragraph four (4).
- d. Professional Liability as outlined in paragraph four (4).
- e. Umbrella/Excess Liability as outlined in paragraph four (4).

2. Owner's Protective Liability Insurance

When required by Section 4, the Contractor shall obtain Owner's Protective Liability Insurance. Evidence of this policy covered under this paragraph shall be delivered to the Owner prior to starting any operations. The policy is to cover the interests of engineers and all authorized personnel of the Owner.

3. Property Insurance

- a. Builders Risk coverage or comparable coverage, if required in Section 4, shall insure all parts of the Work comprising new buildings, structures, paths, roadways, utility and landscape structures, utility distribution systems and the like, and all additions to or extensions of existing buildings, structures and systems. If the Contract Work also includes renovation within an existing structure, then this portion of the Work shall also be insured and so described and endorsed to the policy. Coverage shall be written on an "All Risk" basis. The amount of coverage shall be the full value of the Work. The policy or policies shall be in the names of the Owner and Contractor, as their interest may appear, shall provide for inclusion as insured of the names of all other contractors, subcontractors, sub-subcontractors and others employed on the premises, and shall stipulate that the insurance company or companies shall have no right of subrogation against any of the insureds for any portion of the Work. Coverage shall be on all Work in place, stored on the Site, stored off the Site as provide in Section 4, or in transit. Contractor shall provide a complete copy of this insurance policy to Owner prior to beginning the Work.
- b. Renovation Risk coverage, if required by Section 4, shall insure all parts of existing buildings, structures, paths, roadways, utility and landscape structures, utility distribution systems and the like within or in connection with which the Work is performed, on a flat or no coinsurance basis.

In addition, the "other insurance" clause shall be deleted. Coverage shall be written on an "All Risk" basis. The amount of such coverage shall be as required in Section 4. The policy or policies shall be in the names of the Owner and Contractor, as their interests may appear, shall provide for the inclusion as insureds the names of all other contractors, subcontractors, sub-subcontractors and others employed on the premises, and shall stipulate that the insurance company or companies shall have no right of

subrogation against any of the insureds for any portion of the Work. Coverage shall be on all Work in place,
stored on the Site, stored off the Site for which the Owner holds title, and in transit if title is held by the Owner. Contractor shall provide a complete copy of the insurance policy to Owner prior to beginning the Work.

4. Coverage

The Contractor shall purchase those coverages identified below by an “X” in the column titled “Required”.

Insurance (X indicates required coverage)		Limits of Liability	
a. Commercial General Liability (must be location and project specific)			
Requir			
X	Premises-Operations	General Aggregate	\$2,000,000
X	Products/Completed Operations	Products-Comp. Ops	\$2,000,000
X	Explosion, Collapse and Underground	Agg.	\$1,000,000
X	Contractual Insurance	Personal & Advertising	\$1,000,000
X	Broad Form Property Damage	Injury Each Occurrence	\$50,000
X	Independent Contractors	Fire Damage (any one	\$5,000
X	Personal Injury with Advertising Injury		
b. Other - Liability			
	Contractors Pollution Legal Liability (must be location and	per Occurrence	\$5,000,000
		Aggregate	\$10,000,000
	Owner's Protective Liability	per Occurrence	\$2,000,000
		Aggregate	\$6,000,000
c. Excess Liability			
X	Umbrella Form or Other Form	Each Occurrence	\$1,000,000 \$1,000,000
d. Automobile Liability			
X	Owned	Bodily Injury and Property Damage Combined Single	\$1,000,000
X	Hired		
X	Non-owned		
e. Workers' Compensation			
X	Workers' Compensation		Statutory
X	Employer's Liability	Each Accident	\$500,000
		Disease, Policy	\$500,000
		Limit Disease, Each	\$500,000
f. Property			
	Builder's Risk/Or Comparable Coverage in an Installation Floater	Replacement Cost	by Owner
	Renovation Risk		
g. Architect & Engineer Professional Liability			
	Professional Liability	Each Claim	\$1,000,000 \$3,000,000

5. Conditions

- a. Additional Insured-The University System of New Hampshire, its trustees, officers, agents, and employees shall be listed as additional insureds on all certificates and policies, except workers' compensation and professional liability policies.
- b. The Contractor shall either require all Subcontractors and Sub-subcontractors to carry the insurance required by this article for all of their activities in connection with the Project, or the Contractor shall provide all such coverage under the Contractor's own insurance policies. The Contractor shall provide to the Owner a list of all Subcontractors and Sub-subcontractors who are providing their own insurance as required by these documents and Contractor shall certify that Subcontractors or Sub-subcontractors not on this list are insured by the Contractor.
- c. The Contractor shall not commence the Work, nor shall the Contractor permit any Subcontractor or Sub-subcontractor to commence any part of the Work, until the insurance required by this article has been obtained and such insurance has been approved by the Owner. Insurance required under this article shall be carried during the life of the Contract and for not less than three/eight years thereafter.
- d. Certificates of Insurance on Acord 25 form or other comparable form shall be filed with the Owner for all policies. Any such Certificate found incomplete or not according to form will be rejected as unsatisfactory. Rejected Certificates and copies of policies shall be corrected as necessary and resubmitted until approved.
- e. Every policy shall contain an endorsement stating that the insurance company will not cancel the policy, or allow it to expire, or change any coverage therein within the period required by the contract without first mailing by registered mail written notice of such action to the certificate holder, at least ten (10) days prior to termination for nonpayment of premium, and at least thirty (30) days prior to termination or change for any other cause. Certificate holder should be addressed as follows:

KSC Purchasing & Contract Services
229 Main Street
Keene, NH 03435-1601
Phone: 603/358-2493
Fax: 603/358-2495

- f. The Contractor agrees to assist in every manner possible in reporting and investigation of any accident, and to cooperate with all interested insurance carriers in handling any claim, by securing and giving evidence, and obtaining attendance of witnesses, as required for the settlement of any claim, arbitration or suit.
- g. All required insurance shall be provided by a company licensed to do business in the State of New Hampshire or on the New Hampshire Insurance Department's approved List of Non-Admitted Carriers.
- h. Title to all buildings and equipment not comprising part of the Work shall remain with the University System of New Hampshire, and property insurance therefore will be the responsibility of

the University System. The Contractor shall be responsible for loss or damage to all personal property brought on University System premises.

- i. The Contractor shall assume full responsibility and liability for losses, expenses, damages, demands and claims in connection with any injury or alleged injury, including death, or damage or alleged damage to property, sustained or alleged to have been sustained in connection with or arisen out of the performance of the Work by the contractor, its agents, employees, Subcontractors and Sub-subcontractors, including losses, expenses, damages, demands and claims sustained by the University System, its trustees, officers, agents and employees. In addition, the Contractor shall indemnify and hold harmless the University System, its trustees, officers, agents and employees from any and all such losses, expenses, damages, demands and claims.
- j. Should the project specifications and resulting Contract be based on the University System of New Hampshire General Conditions of the Contract for Construction document, the insurance provisions of that document (Article 11) shall apply to this Contract, except to the extent that such provisions are inconsistent with this document, in which event the provisions of this document shall govern. To the extent that they are consistent with or are not displaced by this document, the provisions of Article 11 of the University System of New Hampshire General Conditions of the Contract for Construction

