

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

August 24, 2016

Bid Number: 13832-0001

Due Date: 9/7/16 at Noon

Project Description: New UA60 Aeravator Frame with Rake, Roller with Shaft for Standard Tines and Seed Box

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: 13832-0001

Due Date: 9/7/16 at Noon

Project Description: New UA60 Aeravator Frame with Rake, Roller with Shaft for Standard Tines and Seed Box

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

Keene State College
KSC Purchasing Office
229 Main Street
NH 03435-1601
Telephone Number:
(603) 358-2493/358-2494
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Web Site: www.keene.edu/purchasing

Bid Number: 13832-0001
Due Date & Time: 9/7/16 at Noon Keene,

STATEMENT OF WORK

Purpose: Keene State College is requesting bids for New UA60 Aeravator Frame with Rake, Roller with Shaft for Standard Tines and Seed Box – per the attached specifications. Awarded firm will supply the equipment listed in this RFP.

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

Background: 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.

Specifications:

- (1) UA 60 Aeravator Frame
- (1) UA82-021 Frame with Rake and Roller
- (1) UA82-015 Shaft with Standard Tine
- (1) SB82-001 Seed Box

Please include warranty and delivery time with your bid.

REQUEST FOR BID (RFB) INSTRUCTIONS/INFORMATION

Overview of RFB Process/Timeline

Bid packages shall be available on the KSC Purchasing website by 8/24/16.

Bids are due no later than 9/7/16 – 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.

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 9/7/16. Package(s) should be clearly marked "RFB #13832-0001". One package must be marked "Official Bid" and the rest should be marked "Copy". Package(s) should be addressed as follows:

*Renee Harlow
Purchasing Director
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 proposer 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.

Format & Contents of Bid: Bid Expectations:

- ❖ Provide clear, concise pricing
- ❖ Proposing firm capabilities/work history with this type of project.
- ❖ Warranty, service and support information and total costs

Evaluation Committee Rights/Rules of Conduct

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.

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.

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.

The content of the evaluation committee's working papers and discussions relating to the bids will be considered confidential.

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.

KSC reserves the right to negotiate simultaneously with more than one proposer.

Evaluation Factors

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)

- Prices
- Ability to meet Project Timelines
- Reputation/References
- Adherence to RFP specifications

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.

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.