

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

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

PROPOSER INFORMATION FORM

June 15, 2017

Bid Number: 14486-0001

Due Date: 7/5/17 at Noon

Project Description: **Small Excavator Lease to Own**

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: 6/12/17

Bid Number: 14486-0001

Due Date: 7/5/17 at Noon

Project Description: **Small Excavator Municipal Lease to Own**

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
Director of Purchasing

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Bid Number: 14486-0001

Due Date & Time: 7/5/17 at Noon

STATEMENT OF WORK

Purpose: Keene State College is requesting bids for Small Excavator Municipal Lease to Own – 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 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.

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

Small Excavator Municipal Lease to Own

MINIMUM OPERATING WEIGHT: 12,000 – 14,000 pounds

PHYSICAL DIMENSIONS: Bid should be equivalent or better than a Kubota KX057

OTHER FEATURES/OPTIONS:

- Rubber tracks included
- Full cab with heat and airconditioning
- Radio
- Angle blade
- 24 inch trench bucket
- Quick Coupler
- Hydraulic thumb
- 48 inch tilting bucket with bold on edge
- Hydraulic capacity and plumbing for hammer
- 12 volt electrical system
- B20 bio diesel
- Auxiliary work lights
- Preference given for hammer rental capabilities
- Must include non-appropriation clause in bid

WARRANTY: Unit shall have a 5 Year/2500 Hour Full Machine Warranty. There will be no deductibles for non-powertrain related failures.

GOVERNMENTAL LEASE: It is the intent of the college to enter into a **five (5) to six (6) year governmental lease** purchase on this piece of equipment. Please include with your bid the annual upfront payment for the lease period. A non-appropriation clause in the lease is a requirement. Please include a blank copy of your lease with your bid packet for our review.

SERVICE OPTIONS: The College is investigating entering into a service contract with the chosen vendor to provide some or all manufacturer recommended services during the warranty period. Please provide with your bid an optional cost to perform manufacturer recommended services for:

5 years/2500 hours, major services (1000 hour, 2000 hour), all 500 hour services will be performed by the college.

Please include delivery schedule with price.

REQUEST FOR BID (RFB) INSTRUCTIONS/INFORMATION

Overview of RFB Process/Timeline

- Bid documents shall be available on the KSC Purchasing website by 6/15/17.
- Bids must be sealed and are due no later than 7/5/17 – Noon. Faxed or emailed documents will not be accepted.
- 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 from any other KSC personnel will not alter or change this RFB.
- Bids may be hand delivered or mailed; faxed or emailed documents will not be accepted.
- Submit one original and a flash-drive or cd in a sealed package(s) by 7/5/17. Package(s) should be clearly marked "RFB #14486-0001". 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.

Format & Contents of Bid: Bid Expectations:

All Bidders must provide the following information 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

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)

- P r i c e(s)
- Ability to meet Project Timelines
- Reputation/References
- Adherence to RFP specifications

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

The Owner's agent (or the USNH agent) will work with the selected proposer representative(s) to develop a mutually agreeable contract.

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:

- If the contractor should be adjudged bankrupt;
- If the contractor shall make a general assignment for the benefit of his creditors, or a receiver should be appointed over the property;
- If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,
- 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.

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.

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.

Marc Doyon, 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.

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.

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.

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.