

# UNIVERSITY SYSTEM OF NEW HAMPSHIRE

USNH Purchasing & Contract Services  
11 Brook Way  
Durham, NH 03824-3509  
Phone: 603/862-2896  
Fax: 603/862-3390  
Web Site: [www.unh.edu/purchasing](http://www.unh.edu/purchasing)

Today's Date: December 20 2012

RFX Number: 100035

Due Date & Time: 2/20/2013 at 2:00 p.m.

## **Custodial Services (10618)**

**Request for Proposal. This is not an order.** The University System of New Hampshire reserves the right to reject any or all submittals and to waive any formalities in the solicitation process.

### **Unimarket eSource-USNH Web-Based Bidding Tool**

USNH has implemented a new web-based bidding tool, **eSource**, hosted by Unimarket. During the phased implementation of this new tool, the new tool will be used for some of our solicitations, including this Request for Proposal.

All correspondence and responses must be transmitted through the Unimarket RFX web-based bidding tool. The response transmission must be received by the due date and time. Other delivery methods (Fax, mail, email, etc) are not acceptable.

Responses will be opened in the USNH Purchasing Office at the time and date indicated above.

### **Respondents List or Summary of RFP Results**

Please visit our web site at [www.unh.edu/purchasing/bid-results.html](http://www.unh.edu/purchasing/bid-results.html). Results are generally made available within three (3) business days after the due date. Time frame may vary depending on the complexity and number of responses. Participants in the solicitation (those that join the Unimarket RFX) will also be able to track the status of the solicitation in the Unimarket tool.

### **Holiday Closing:**

Refer to Section 1.7 Solicitation Timeline for a listing of any holiday closings.

### **UNH Inclement Weather Policy:**

It is the University's policy to declare curtailed operations when the most severe weather conditions are expected or experienced. You may call the UNH Storm Hotline at 603/862-0000 to learn if the University is open or if curtailed operations are in effect. When curtailed operations are in effect, meetings will be cancelled but all other timeline dates/times will remain in effect, unless notified otherwise.

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**REQUEST FOR PROPOSAL**  
**Custodial Services**  
**for the University of New Hampshire (UNH)**

**1. INTRODUCTION**

**1.1 Purpose**

The University System of New Hampshire (hereafter referred to as USNH or Owner) representing the University of New Hampshire Facilities Division (UNH Facilities), is requesting proposals for Custodial Services. Although the scope of this contract does not currently include Granite State College, Keene State College, Plymouth State University, the USNH reserves the right to add these entities in the future.

Proposals will be considered only from firms that have performed commercial custodial services for a minimum of three years.

**1.2 Contract Period**

It is USNH's intent that any contract resulting from this solicitation will be for seven (7) years. However, the initial contract period will be for five (5) years with the option for a two-year renewal period with the mutual consent of USNH, and the Firm. The effective date for the initial contract period will be July 1, 2013 through June 30, 2018.

**1.3 Contact(s)**

The contact (owner's agent) for this solicitation is Jacqueline C. Nyberg. Any communication regarding this solicitation between firms and University personnel and/or evaluation committee members is prohibited, unless previously authorized by the aforementioned agent or his/her designee.

**1.4 USNH Terms and Conditions**

Terms and conditions are available on the USNH Purchasing & Contract Services web site at [www.unh.edu/purchasing/forms.html](http://www.unh.edu/purchasing/forms.html). By responding to this solicitation, the Firm acknowledges that s/he has read, understands and accepts the USNH's terms and conditions.

**1.5 Department/Campus Information**

Please visit the following sites for detailed information relative to all campuses mentioned in "Purpose":

UNH-Durham [www.unh.edu](http://www.unh.edu)  
Department <http://www.unh.edu/facilities/>

**1.6 Sustainability Statement**

USNH and the UNH Facilities Division strive to conduct business in a sustainable and energy efficient manner. This is an effort to balance economic priorities with environmental health and human health. USNH will, when economically feasible, do business with companies that can further our sustainable objectives. We are interested in receiving environmental mission statements or information about 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, and/or giving back to the community. USNH also prefers to purchase items with Energy Star™ ratings. If applicable, please include as part of your proposal, pertinent information in reference to any sustainable and/or energy efficient practices and products offered by your Firm.

**1.7 Project Timeline (actual dates may vary slightly based upon individual circumstances)**

Solicitation Release	12/20/2012
University Closed	12/24/2012 thru 1/01/2013
<b>(Mandatory)</b> Pre-Proposal Meeting	01/03/2013 at 9:00 a.m.
Deadline for Written Questions	01/17/2013 at 12:00 p.m.
University Closed	01/21/2013
Issue Addendum by	01/29/2013
Submittals Due	02/20/2013 at 2:00 p.m.
Selection of Short-Listed Firms	03/07/2013
Finalist Interviews	Week of 03/25/2013
Award Decision by	04/15/2013
University Closed	05/27/2013
Contract Signed/Effective	07/01/2013

**2. SCOPE OF WORK/TECHNICAL SPECIFICATIONS**

**2.1 Background**

**2.1.1 Custodial Services-Outsourcing Initiative to Date**

In an effort to evaluate potential opportunities to improve custodial services now being supplied to the campus and, at the same time, lower our overall cost structure, the UNH Facilities organization adopted a strategy to privatize these activities. The implementation of privatization is one that is anticipated to span several years to achieve as the University has elected to do so only through employee attrition.

The privatization commenced in August 2003 and, as of July 1, 2012, has outsourced a total of 61 buildings, consisting of approximately 1,730,000 net cleanable square feet to a single Contractor. It is anticipated that this “pool” of buildings and associated net cleanable square footage will expand each fiscal year.

Because of the UNH commitment to privatize custodial services only through employee attrition, we anticipate a gradual expansion of building net cleanable square footage being serviced by a contracted firm. UNH can provide no assurance when employee attrition will actually occur.

**2.1.2 Service Level Agreements**

The Facilities organization has developed Service Level Agreements (SLAs) with some of the campus business units (refer to Attachment 1 – Service Level Agreements). The SLA, which is tailored to each of the unique custodial needs of the “business unit,” articulates the level of services to be provided by Facilities with a clear definition of what work is to be performed including the frequency. The SLA also serves as a critical tool in evaluating customer satisfaction surveys.

**2.2 Contractor Requirements**

**2.2.1 General**

2.2.1.1 The Contractor shall be responsible for the complete performance of all the work and for the methods, means, equipment and supplies used in carrying out such responsibilities.

2.2.1.2 The Contractor shall assume all operating costs including, but not limited to, labor (including management and supervisory personnel, fringe benefits and payroll taxes), laundry, supplies, equipment, vehicles, disposables, insurance, telephone, parking fees and other related costs.

- 2.2.1.3 The Contractor will neither make nor allow to be made any unlawful, improper or offensive use of the premises.
- 2.2.1.4 The Contractor will be expected to carry local exchange or toll free phone numbers.
- 2.2.1.5 All cleaning completed daily, nightly and periodically, shall be to the satisfaction of the Contract Administrator.

## 2.2.2 Scope and Frequency

- 2.2.2.1 The scope and frequency of custodial services to be performed are outlined within the Service Level Agreements between Facilities and each of the business units. These custodial service specifications are intended to outline and describe the detailed “base line” custodial services required for each building. The successful firm shall perform all the “base line” services and duties described.
- 2.2.2.2 In addition to the requirements of the individual Service Level Agreements the following shall apply and are considered baseline requirements. In the case of a discrepancy between the SLA and the following, the requirements of the SLA shall prevail.:
  - 2.2.2.2.1 All cleaning is to be done according to the standards specified within the SLA or as defined by the Association of Physical Plant Administrators (APPA “Operational Guidelines for Educational Facilities: Custodial”) if not specifically identified in the SLA.
  - 2.2.2.2.2 Certain educational and general buildings can be serviced during the evening.
  - 2.2.2.2.3 Certain auxiliary and dining buildings will require full service coverage seven days per week.
  - 2.2.2.2.4 Specific cleaning schedules are to be coordinated with each building administrator and conveyed to the Facilities Control Center to ensure minimal disruption to the campus community.
  - 2.2.2.2.5 Contractor will follow manufacturer’s guidelines in maintaining and cleaning all facility components, including upholstered chairs, carpeting, mats, etc.
  - 2.2.2.2.6 Contractor is responsible for clearing snow, ice, sand, dirt, cigarette butts and trash from building exits, steps and entryways to a distance of 10 feet from the building entrance doors. Snow and ice must be treated with ice-melt or appropriate substances to ensure safe entry and exit. Such cleaning activities shall be completed prior to the arrival time daily to ensure the safety of students, faculty and staff.
  - 2.2.2.2.7 The Contractor is responsible for control of keys issued by UNH and the security of those areas for which and when the Contractor’s personnel use them. Contracted employees may not reproduce keys. Keys, which are lost, duplicated, or taken off campus, will create a need for recoding of the locks accessed by them. The Contractor will be held responsible for the cost of re-keying or replacement of lock cylinders including all labor and materials. Acts of theft or vandalism resulting in mismanagement of keys are the financial responsibility of the Contractor. The Contractor shall be responsible for immediately reporting all the facts relating to losses incurred, equipment damaged or theft.
  - 2.2.2.2.8 The Contractor will be responsible to unlock academic and administrative buildings prior to the start of each business day and close and lock all interior doors, close all windows and turn out all lights when buildings are vacated.
  - 2.2.2.2.9 In order to request any services, the campus community will be required to contact Facilities Control Center by calling 862-1437. The Contractor must comply with this requirement and not take requests directly from the University community.

2.2.2.2.10 The Contractor shall make every attempt to conserve energy.

2.2.2.2.11 The Contractor shall wash all interior windows as needed, but at least once per year.

### 2.2.3 Supplies & Equipment

2.2.3.1 Contractor shall provide the required custodial equipment and supplies and will not be permitted to utilize UNH assets. When not in use, the equipment and operating supplies are to be cleaned and stored properly at all times.

2.2.3.2 Contractor to use environmentally friendly “green cleaning” products whenever possible/effective.

2.2.3.3 The Contractor will be responsible for removal of or ceasing the use any chemical agent deemed hazardous or classified as a pollutant upon request of UNH. All material safety data sheets (MSDS) for all products used on campus must be on file with the UNH Office of Environmental Health and Safety before they are used. The Contractor’s campus manager will also keep an up-to-date file of all MSDS for products being used on campus. All chemicals in buildings must have proper labeling.

2.2.3.4 All electrical equipment shall be operated and maintained consistent with applicable state, local and federal codes.

2.2.3.5 The Contractor will be responsible for purchasing replacement mats, as needed, for the inside and outside of each building entrance serviced by the Contractor.

2.2.3.6 The Contractor shall provide pagers to emergency call-in staff, and provide the Facilities Control Center with a list of names and toll free contact numbers in case of an emergency. Recalls to campus are to be within one (1) hour of initial contact.

2.2.3.7 The Contractor shall ensure that each custodial closet has a complete list of custodial equipment and supplies that are needed to service the respective building and the cleaning schedule for that building. All custodial closets will be kept organized and clean with all products and equipment stored properly.

2.2.3.8 The Contractor shall provide all necessary two-way radios, compatible with UNH frequency, for supervisory staff usage on campus.

2.2.3.9 The Contractor shall have at least one vehicle on site and will not be allowed to drive UNH own vehicles.

### 2.2.4 Contractor Personnel

2.2.4.1 Contractor personnel must be proficient at sufficient level with the English language to communicate within the level of their work assignments. All personnel shall be able to communicate with clarity, coherence and understanding with all of the staff and visiting personnel.

2.2.4.2 Personnel employed by the Contractor are expected to maintain standards of personal hygiene at all times. Uniforms shall be provided by the Contractor and include company name and logo on them. Winter outerwear (i.e. jackets, parkas, etc.) is to be part of the uniform provided. Uniforms are to include pants and shirts. Nametags and picture identification must be worn, and clearly identified, at all times.

2.2.4.3 Contractor will be responsible to provide their personnel with all safety, health and sanitation, proper cleaning techniques and care of facilities equipment related training. Evidence of completed training is to be made available to the Contract Administrator upon request. Repairs needed, because of improper handling practices of Contractor employees, will be the responsibility of the Contractor. Mandatory yearly hazardous waste and bloodborne pathogen training is required of all custodial personnel.

- 2.2.4.4 Contractor shall provide a formal structure to ensure communication within their employee group. A means for resolving employee concerns, obtaining employee input and addressing employee grievances must be provided to the UNH Contractor Administrator.
- 2.2.4.5 Contractors on site management personnel and staff will continue to serve only as long as their work is acceptable to the Contract Administrator.
- 2.2.4.6 The Contractor shall provide a dedicated on site Manager who shall operationally report to the Executive Director of Facility Services. Any contract related issues will be directed to the Facilities Contract Administrator.
- 2.2.4.7 It is understood that the Contractor and its employees are not employees of UNH, but shall adhere to standard UNH employee rules and regulations. This includes policies regarding drug-free workplace, sexual harassment and hazardous material. The policies may be accessed at [http://www.unh.edu/hr/employee\\_handbooks.htm](http://www.unh.edu/hr/employee_handbooks.htm).
- 2.2.4.8 Background checks are required for all Contractor personnel assigned to the UNH account, prior to entering the campus. The cost of any such pre-employment testing as required by the University policies and procedures in effect during the term of this Agreement and any applicable law, is the responsibility of the Contractor. The Contractor shall provide a copy of the results to the UNH Contract Administrator for submission to UNH Human Resources Department. This screening shall include coordination with and inclusion of all current practices and policies in use by the UNH Security Office and UNH Human Resources Department. No employee who has a police record other than minor traffic violations may be assigned duties under this contract.
- 2.2.4.9 Contractor personnel will be subject to random drug and alcohol testing as administered and conducted by UNH personnel. Contractor must supply UNH with employee's date of birth and social security number prior to commencement of work. The Contractor shall reimburse all costs incurred by UNH in conducting such testing.

#### 2.2.4.10 Continuity of Workforce

The successful firm will offer all existing workforce an opportunity to interview for positions within their organization. If hired, the employees' longevity at UNH will be credited and maintained. Proposals should describe the firm's transition plan which includes the details relating to their operations and staff relations and certify the continuation of longevity and required interviews.

#### 2.2.4.11 Fringe Benefits

The successful firm shall offer eligible personnel assigned to the contract a fringe benefits package that meets or exceeds the benefits summary listed in Attachment 4 – Benefit Plan Components.

### 2.2.5 Recycling and Waste Management Program

- 2.2.5.1 Participation in the University's recycling and waste management program is mandatory. The Contractor is expected to take an active role and fully participate in and cooperate with the UNH recycling program.
- 2.2.5.2 Contractor shall remove trash and recyclables from the buildings to the inside or outside trash / recycling collection units and perform all recycling sorts.

### 2.2.6 Complaints

- 2.2.6.1 The Facilities Control Center will maintain a complaint log seven days a week. The complaints will be recorded and reported to the UNH Facilities Contract Administrator (Contract Administrator) or his/her designee by 8:00 am the following morning on weekdays and on Monday following the weekend.

2.2.6.2 The Contractor will provide the Contract Administrator with a detailed weekly report that addresses all customer complaints logged by the Facilities Control Center during the previous week.

## 2.2.7 Incremental Work

2.2.7.1 Any incremental project work beyond the “base line” services of the SLA must be approved by the department funding this project work. The Contractor will provide the department with an estimated price prior to starting the work. The funding department will issue a purchase order directly to the Contractor and be responsible for reviewing/approving invoices for incremental project work. Proposals shall include billing rates for “non-baseline services”.

2.2.7.2 UNH reserves the right to deploy Contractor employees to service other buildings within the Durham campus to meet emerging requirements including special events at the Whittemore Center. If for any reason the Contractor cannot respond to an emerging custodial related issue, UNH may substitute in-house labor to ensure the customer’s immediate needs are satisfied. If this need does materialize, UNH will bill the Contractor for services rendered at the differential between the Contractor’s billable rate and the standard UNH billing rate for in-house labor.

## 2.2.8 Emergencies

2.2.8.1 The Contractor shall respond in a timely manner to emergency conditions impacting the buildings they service including power outages, damaged water pipes, severe weather, human waste cleanup, bathroom issues, etc. During emergencies, or under emergency conditions, the Contractor may be directed to perform custodial services other than those scheduled within the building or area being serviced. The Contractor must respond immediately to all emergency service calls. Emergency work may be required after normal working hours, weekends, holidays, etc.

2.2.8.2 Emergency responses should be included in the NSF base rate. For historical data, refer to Attachment 3—FY11/ FY12 Extra Custodial Hours for HSKP.

2.2.8.3 Failure to respond to emergency service calls within one-half hour during a normal work day (Monday through Friday) and one hour during the weekend after notification by University personnel will allow the University to reserve the right to use University personnel or contact another vendor who is capable of performing the emergency service at the expense of the Contractor. Floods and or snow removal are examples of an emergency condition.

2.2.8.4 The Contractor is responsible for water vacuuming in the event of a water line break or other water problems. The Contractor will be required to reassign people from other duties as required to handle water vacuuming or other emergency service at no additional cost if service is provided during the hours normally covered by the Contractor.

## 2.3 Building Information

Refer to Attachment 2 - Building Schedule for detailed building information for all building sites to be serviced commencing July 1, 2013 and buildings that may be added during the contract term through employee attrition.

## 2.4 Other Information

2.4.1 The Contractor will be expected to observe the UNH holiday schedule, available at <http://www.unh.edu/hr/holidays.htm>. Any exceptions are to be approved by the UNH Contract Administrator.

2.4.2 UNH is committed to a “smoke free” environment. In addition, New Hampshire law prohibits smoking in any public building. Smoking is not allowed within 20 feet of a UNH building.

2.4.3 Parking: Parking shall be subject to University parking regulations, enforcement and procedures. The Contractor and Contractor personnel shall coordinate with UNH Parking Services relative to contractor parking permits/fees and the availability of contractor parking. It shall be understood by the Contractor that parking for all contractor and subcontractor vehicles may not be available immediately adjacent to the Project Site and that the Contractor may be directed to park some, most, or even all such vehicles remotely.



Transferable contractor parking permits are available from UNH Parking Services. For complete information, visit <http://www.unh.edu/transportation/parking/index.htm>.

## **2.5 Evaluation of Contractor Performance**

2.5.1 The UNH Contract Administrator shall review performance of the Contractor every 6 months. Contractor performance will be based on the monthly site review condition reports, periodic inspection of building spaces and direct feedback from building customers.

## **2.6 Reporting Requirements**

### **2.6.1 Weekly Report**

The Contractor will provide a weekly report that addresses all customer complaints reported to the UNH Facilities Control Center during the previous week. In addition, the weekly report will identify changes in Contractor's personnel (hires, terminations), deteriorated facility conditions impeding custodial service work and a status of all incremental project work.

### **2.6.2 Monthly Site Review Condition Report**

A monthly site review condition report for each property must accompany the Contractor's monthly invoice. The monthly site review condition report must be signed by the key building representative for each property and the Contractor's representative who conducted the review. The monthly report will include a list of all incremental services performed and billed to University departments.

### **2.6.3 Annual Report**

Each September, the Contractor will provide an annual report, sorted by building, of all seasonal and special projects completed during the past 12 months.

### **2.6.4 Annual Customer Satisfaction Surveys**

Annual customer survey questionnaires will be produced and released by the Contractor with input from the Contract Administrator. The completed surveys will be returned to the Facilities Business Service Center for tabulation by December 1<sup>st</sup> each year.

## **2.7 Owner Requirements**

2.7.1 UNH shall make space available on campus for Contractor use at no cost (ie office or storage).

2.7.1.1 Any administrative costs incurred such as phone lines, portal technology communication links, etc are the responsibility of the Contractor and will be billed on a monthly basis. The Contractor will be responsible to provide office equipment such as computers and printers.

2.7.1.2 The following areas, located in UNH Central Receiving, are occupied by the current contractor and will be available to the successful Contractor.

Room 204, 127 ASF  
Room 206, 117 ASF  
Room 207, 138 ASF

Additional space that may be available:  
One Leavitt Lane (high bay area for dry storage) 600 ASF

2.7.1.3 Sub-letting of UNH premises is not permitted.

## **2.8 Billing**

The Contractor shall invoice the University, on a monthly basis, as of the last day of the month for one-twelfth (1/12) of the annual base rate. The University's payment terms are net 30 days from receipt of invoice.

## 2.9 Proposal Pricing

Pricing shall reflect the annual base rate per net cleanable square foot (NSF). Pricing is required for each of the buildings anticipated to be serviced commencing July 1, 2013 (Unimarket Product Price Table-Schedule 1). Pricing is also required for buildings that may be added during the contact period (Unimarket Product Price Table-Schedule 2).

## 2.10 Annual Price Escalator

Annual price escalator shall not exceed three percent (3%). Proposals should state your firm's annual fixed price increase (percentage) or basis for calculation.

# 3. SOLICITATION PROCESS INSTRUCTIONS/INFORMATION

## 3.1 Overview of Solicitation Process/Timeline

- 3.1.1 **Solicitation Release.** The solicitation is available in the Unimarket tool and on the web at <http://www.unh.edu/purchasing/bid-docs.html>.
- 3.1.2 A **mandatory** pre-proposal meeting is scheduled at the date/time specified in Section 1.7. Attendees will meet at the UNH Memorial Union Building (MUB), room #334/336 for a short meeting followed by a walking tour of a few campus locations.
  - 3.1.2.1 Limited parking is available in UNH Lot C (off Mill Road). **Attendees are encouraged to carpool, if possible.**
  - 3.1.2.2 **If a mandatory site inspection or meeting is required, proposals from Firms that did not attend will not be considered.** A sign-in sheet will be available at the site inspection and will serve as evidence of attendance. It is the responsibility of attending firms to sign in at the meeting.
- 3.1.3 **Questions (Unimarket Supplier Forum).** All questions concerning this solicitation must be submitted in writing through the **Unimarket Supplier Forum tool**. All questions must be received by the Deadline for Questions (stated in Section 1.7). Questions received after the deadline will not be answered.
  - 3.1.3.1 Questions will be answered via written addenda posted in the Unimarket Forum tool.
  - 3.1.3.2 It is the responsibility of the Respondent to verify that s/he has reviewed all addenda and other required documentation.
- 3.1.4 Responses are due by the date/time specified in Section 1.7. Responses will be opened at that time. Late responses will not be considered.
- 3.1.5 All responses will be reviewed and evaluated by the evaluation committee, which will consist of members from UNH Facilities and USNH Purchasing.
- 3.1.6 Finalists may be asked to come to UNH to discuss their responses further with the evaluation committee. The evaluation committee will decide if such presentations are necessary. If presentations are necessary they will take place according to the schedule in Section 1.7.
- 3.1.7 The evaluation committee shall make its selection by the date listed in Section 1.7.
- 3.1.8 It is expected that a contract will be signed and become effective by the date listed in Section 1.7 or another mutually agreeable date.

## 3.2 General Instructions

- 3.2.1 Contact with or visitation with personnel at any campus regarding this solicitation may not be made by the Firm's personnel without the prior approval of the USNH Agent/Manager or his/her designee.

- 3.2.2 Any oral information received from the evaluation committee or any other USNH personnel will not alter or change this solicitation.
- 3.2.3 Responses shall be transmitted electronically through Unimarket (eSource tool). The transmission must be received by the due date and time.
- 3.2.4 By responding to this solicitation the Firm acknowledges that s/he has read and understands the information contained within this solicitation and has taken the contents into account in the preparation of the response.
- 3.2.5 The cost for developing a response shall be absorbed by the Firm.
- 3.2.6 USNH considers all terms and conditions to be accepted unconditionally by a Firm unless written exceptions are made to specific clauses of this solicitation. Such exceptions may, however, be used as a basis for rejection of a response.
- 3.2.7 Failure of a Firm to follow the instructions of this solicitation may result in rejection of the Firm's response.
- 3.2.8 The Firm certifies, by submitting a response, 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.
- 3.2.9 In the case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

### **3.3 Format & Contents of Proposal**

- 3.3.1 Responses should address all sections of this solicitation. The response must be in sufficient detail to allow the evaluation committee the ability to evaluate the submission. Submissions must follow the same sequence and numbering scheme used in this request for proposal.
- 3.3.2 Provide the following information in a single PDF document (*unless otherwise noted*) with bookmarks to indicate Tab # and Title. Information should be submitted as an attachment (s) in the Unimarket eSource tool. NOTE: Attachments must not exceed 10 MB/each:

**Tab 1 Cover Sheet.** Clearly identify the Firm submitting the response.

**Tab 2 Executive Summary.** (i.e. cover letter) signed by an authorized officer (no more than three pages).

**Tab 3 Staffing & Organization.** Provide a description of the Firm's organization and staffing including the names and titles of all personnel who would be assigned to the contract.

**Tab 4 Detailed Plan.** Provide a detailed plan for fulfilling the contract. Include a description of what your Firm views as its responsibilities as well as a complete pricing structure for products and/or services to be provided. Pricing shall be submitted in the eSource RFX Products tab. If applicable, additional pricing information should be included in this tab section.

**Tab 5 Owner Requirements.** If applicable; provide complete information for any services, information, equipment, or space to be provided by Owner.

**Tab 6 Client References.** Provide at least three references where your firm has provided a similar scope of services (preferably in higher education). For each reference, include company name, address, telephone number, fax number, email address, primary contact, and description of services provided for each client.

NOTE: The Respondent certifies that it is empowered to use the names of references it provides and agrees that the USNH may contact these references.

**Tab 7 Other Information.** Provide any other information, which your Firm may choose to reveal to the evaluation committee.

**Tab 8 Statement of Qualifications.** Complete in its entirety and submit in MS Excel format. (Appendix A – Statement of Qualifications).

**Tab 9 Additional Information Questionnaire.** Complete in its entirety and submit in MS Word format. (Appendix B Additional Information Questionnaire)

**Tab 10 Sample Contract.** If applicable, provide a sample contract.

**Tab 11 Financial Statements.** Acknowledgement that your firm is willing to comply with the following:

Financial statements are not required to be submitted with your response. However, prior to an award, the University may request financial statements from your firm, and/or credit reports or letters from your bank and/or suppliers. If requested, and your firm does not comply with the request, this may be grounds for rejection of your response.

Financial statements are considered confidential by the USNH. They will be destroyed when said documents are no longer required.

### **3.4 Evaluation Committee Rights/Rules of Conduct**

- 3.4. 1 The evaluation committee expressly reserves the right to reject any and all responses without penalty, to waive all technicalities and irregularities and deviations of responses from this solicitation, to decide whether a response does or does not substantially comply with the requirements of this solicitation, to be the final judge as to which is the best overall response, and to award a contract to the Firm whose response it considers to be in the best interest to USNH.
- 3.4. 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 USNH.
- 3.4. 3 In the event that the awarded Firm refuses to enter into a contract, his/her response will be rejected.
- 3.4. 4 Subject to the provisions of the New Hampshire Right to Know Law, RSA 91-A, prior to the issuance of an award the evaluation committee shall treat all responses received as confidential. After the issuance of an award all responses shall be public records. If no award is issued and the solicitation is cancelled without intention of reissuance, all responses shall be public at the time of cancellation. If no award is issued and USNH intends to reissue the solicitation, all responses shall be confidential until the award is issued or the subsequent solicitation is cancelled without intention of reissuance.
- 3.4. 5 Also subject to the provisions of the New Hampshire Right to Know Law, RSA 91-A, the working papers and any other records of the discussions or deliberations of the evaluation committee or any of its members shall be treated as confidential and entitled to either or both of the specific exemptions from public access provided for in RSA 91-A:5, VIII and IX.
- 3.4. 6 The evaluation committee will evaluate all responses against the evaluation criteria listed in this solicitation and determine which Firm will best meet the needs of USNH.
- 3.4. 7 In the event that a contract acceptable to the committee cannot be executed with the top Firm, the committee may eliminate that Firm from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the Firm next preferred among the Firms who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all proposals have been eliminated.
- 3.4. 8 USNH reserves the right to negotiate simultaneously with more than one Firm.

### **3.5 Evaluation Criteria**

- 3.5.1 Evaluation criteria will be based on, but not necessarily limited to the following factors:

1. Overall suitability of the proposal for current and future needs of USNH
2. Ability to deliver service in as short a time as possible
3. Competitiveness and stability of pricing
4. Response to Section 2. Scope of Work/Technical Specifications
5. Financial stability and ability of Firm to fulfill the contract
6. Proposed approach
7. Services offered
8. Support
9. Incentives offered
10. References from other companies/institutions (particularly those in higher education) for which your Firm has provided similar programs
11. Comprehensiveness of proposal
12. Innovativeness of proposal
13. Conformance of proposal to instructions for format and contents of proposal
14. Environmental impact and cost to the institution

3.5.1.1 Negative findings or judgments on the basis of any one of the above criteria may result in elimination of a given response from further consideration.

### **3 INSTRUCTIONS TO SUCCESSFUL FIRM(S) FOR EXECUTION OF A CONTRACT**

#### **4.1 Contract**

- 4.1.1 The contact (owner's agent) listed in Section 1.3 will work with the selected Firm's representative(s) to develop a mutually agreeable contract.
- 4.1.2 All terms and conditions (section 1.4) will be taken into consideration when developing the contract as will the specific tasks and deliverables outlined in Section 2, Scope of Work/Technical Specifications.

#### **4.2 Contract Terms and Conditions**

- 4.2.1 Firm shall guarantee their pricing structure for a specific period of time. If pricing changes, Firm must request increase in writing, and increase must be approved by USNH, in writing, with a minimum of thirty (30) days' notice.
- 4.2.2 Extensions  
  
The intent to renew or not to renew the contract by either party shall be filed in writing with the Owner's Agent by July 1 of the current contract year for the succeeding contract year. The Owner's Agent is to be advised if that is not possible.
- 4.2.3 It is USNH's intent that the required negotiation and approvals for any extension will be completed by September 1 of the current contract year for the succeeding contract year. The Owner's Agent will represent USNH during negotiations.

#### **4.3 Contract Termination/Cancellation**

- 4.3.1 The Owner may without prejudice to any right or remedy, and after giving the Firm and its sureties written notice, terminate the contract forthwith if any of the following conditions exist:
  - 4.3.1.1 If the Firm should be adjudged bankrupt;

- 4.3.1.2 If the Firm shall make a general assignment for the benefit of its creditors, or a receiver should be appointed over the property;
- 4.3.1.3 If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,
- 4.3.1.4 If this contract or any part hereof shall be subcontracted without previous written consent of USNH and the Owner.
- 4.3.2 The Owner reserves the right to cancel the contract awarded to the Firm, if in the USNH'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, the USNH shall so notify the Firm and demand that the Firm 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, USNH may terminate the contract within thirty (30) days of the initial notification date.
- 4.3.3 The contract will automatically terminate at the end of the initial contract period unless both parties agree to a renegotiated optional extension as stated in Section 1.2.
- 4.3.4 Either party may without prejudice to any right or remedy, and after giving the other party thirty (30) calendar days written notice, terminate the contract.

#### **4.4 USNH's Rights and Responsibilities**

- 4.4.1 USNH reserves the right to audit those financial records of the Firm, which pertain to the contract at UNH.
- 4.4.2 USNH reserves the right not to enter into a contract if, after reviewing all responses received, it is determined such a contract would not be in the best interest of the USNH.
- 4.4.3 USNH intends to meet contractual obligations and to treat all Firms fairly.

#### **4.5 Firm's Rights and Responsibilities**

- 4.5.1 The Firm 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 USNH in writing. The Firm agrees to provide access to its accounting information pertaining to this USNH contract in the event an audit is requested.
- 4.5.2 Susanne Bennett will be the designated representative for this contract and shall be the official operational contact for the Firm. Questions of conduct, methods, quantity, quality, scheduling, etc. are to be directed to this individual during the term of the contract.
- 4.5.3 The Firm 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.

#### **4.6 Rights Afforded To Both Parties**

- 4.6.1 Awarded firm shall indemnify and hold harmless the USNH and its affiliates, trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' 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.
- 4.6.2 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.

- 4.6.3 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. Any litigation related to this agreement will be brought and maintained in courts within the State of New Hampshire.
- 4.6.4 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 Firm may assign this contract with the consent of Owner to any subsidiary or affiliate of the Firm or any corporation into which the Firm or its successor may be merged, converted or consolidated, or which may otherwise succeed to substantially all of its assets; but the Firm shall during the term hereof remain liable for its obligation hereunder.

#### **4.7 Insurance Requirements**

Within ten (10) business days after the Owner mails, emails, sends a fax transmission or delivers a Notice of Acceptance, Agreement or Purchase Order, or prior to beginning work on campus, whichever is sooner, the successful Firm shall deliver to the Owner the Certificate of Insurance as specified in the USNH Insurance Requirements, available at the following web site: <http://www.unh.edu/purchasing/forms.html> in the Other Forms section. These are the USNH's standard requirements which shall apply unless otherwise specified within this document.

#### **4.8 Payment Bond and Performance Bond - NOT USED**

#### **4.9 Mediation**

- 4.9.1 In the event the parties are unable to resolve a dispute, controversy or claim arising under this agreement, then either party may give written notice to the other party of its intention to mediate. Any dispute arising under this Agreement may be settled by mediation in the State of New Hampshire in accord with such procedures as may be acceptable to the parties.
- 4.9.2 If the dispute has not been resolved through mediation within thirty (30) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall be free to litigate the matter.
- 4.9.3 In the event of any mediation or litigation arising under this Agreement, each party shall be responsible for its own costs and expenses arising therefrom, including any and all attorney's fees. Neither party shall seek reimbursement from the other party.