

# 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

**This page MUST be faxed to the USNH Purchasing Office IMMEDIATELY!**

## REQUEST FOR BID

### REGISTRATION FORM

October 19, 2011

RFB Number: 9639-0001

Due Date & Time: 11/14/2011 at 2:00 pm

Project Description: Recycled Copy Paper for the University System of New Hampshire (USNH)

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

Will submit bid  Will not submit bid

If your firm is not submitting a bid, briefly state why? \_\_\_\_\_

(Please Type/Print Legibly)

Firm \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Email \_\_\_\_\_  
Business Address \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

Please fax this page to: 603/862-3390.

pc

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Phone: 603/862-2896  
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Web Site: [www.unh.edu/purchasing](http://www.unh.edu/purchasing)

Today's Date: October 27, 2011

RFB Number: 9639-0001

Due Date & Time: 11/14/2011 at 2:00 pm

## **Recycled Copy Paper for the University System of New Hampshire (USNH)**

**Request for Bid. 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.

Bids are to be sealed with the RFB number clearly marked on the outside of your envelope. Bids must be received by the USNH Purchasing Office prior to the date and time. Firms are encouraged to confirm the receipt of their bid submission prior to the due date.

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

**Fax responses will not be acceptable.**

### **Respondents List or Summary of Bid 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 of the bids and number of responses.

### **HOLIDAY CLOSING**

The University of New Hampshire will be closed for Veteran's Day on Friday, November 11, 2011 and will reopen for business on Monday, November 14, 2011.

### **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. Any events scheduled for a day when curtailed operations have been declared will be postponed until the next business day at the same time as originally scheduled.

*Lisa M. Pollard*

Lisa M. Pollard, C.P.M.  
Purchasing Manager

pc/

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## REQUEST FOR BID

### Recycled Copy Paper for the University System of New Hampshire

#### 1. INTRODUCTION

##### 1.1 Purpose

The University System of New Hampshire (hereafter referred to as USNH or Owner), which includes UNH Durham, Keene State College (KSC), Plymouth State University (PSU), the University of New Hampshire at Manchester (UNHM), and all of the Granite State College (GSC) facilities across the state, is requesting bids for postconsumer recycled, process chlorine free, white bond office paper for System-wide use in copiers, inkjet & laser printers, and fax machines.

##### 1.2 Contract Period

It is USNH's intent that any contract resulting from this request for bid will be for three (3) years. However, the initial contract period will be for one (1) year with the option for two (2) additional one-year periods with the mutual consent of USNH, and Contractor. The effective date for the initial contract period will be 1/1/2012 through 12/31/2012.

##### 1.3 Contact(s)

The contact for this request for bid is Lisa M. Pollard. All questions concerning this request for bid must be submitted in writing via email to [lisa.pollard@unh.edu](mailto:lisa.pollard@unh.edu) or faxed to 603-862-3390. **Any communication regarding this bid 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	<a href="http://www.unh.edu">http://www.unh.edu</a>
Keene State College	<a href="http://www.keene.edu/">http://www.keene.edu/</a>
Plymouth State University	<a href="http://www.plymouth.edu/">http://www.plymouth.edu/</a>
UNH - Manchester	<a href="http://unhm.unh.edu/">http://unhm.unh.edu/</a>
Granite State College	<a href="http://www.granite.edu/">http://www.granite.edu/</a>

##### 1.6 Sustainability Statement

USNH strives 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 bid, pertinent information in reference to any sustainable and/or energy efficient practices and products offered by your Firm.

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

RFB Release	10/19/2011
Deadline for Written Questions	10/27/2011 at 12:00 p.m.
Issue Addendum:	11/02/2011 or sooner
Bids Due	11/14/2011 at 2:00 p.m.
Award Decision by	Week of 12/05/2011 or sooner
Contract Signed/Effective	12/15/2011 for a 01/01/2012 start date

**1.8 Access to Information on the Web**

The RFB references internet links where forms and other information are available. If you do not have access to the Internet, notify the RFB contact (listed in Section 1.3) for copies.

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

**2.1 Recycled Paper Requirements**

USNH uses 100%; 50% and 30% Postconsumer Recycled, Process Chlorine Free, white bond office paper for System-wide use in copiers, inkjet & laser printers, and fax machines. There are also occasions where non-recycled (virgin) copy paper is required. Total approximate annual 8 1/2 x 11 white copy paper usage at all locations is 8282 cases. However, each location’s individual usage and participation may vary. The figures provided are estimates based upon USNH’s Fiscal Year 2011 (FY11) usage and are provided as an estimate only. **USNH cannot guarantee the exclusivity or quantity of future paper purchases.**

2.1.1 100%; 50% and 30% Postconsumer (white)

- 2.1.1.1 Process chlorine free
- 2.1.1.2 Basis weight: 20#
- 2.1.1.3 Brightness: 85 or better
- 2.1.1.4 Size: 8 1/2 x 11
- 2.1.1.5 Sheets per case/carton: 5000
- 2.1.1.6 Specification sheets for *each* paper must be included with bid
- 2.1.1.7 Colored paper *only* must contain a minimum of 30% postconsumer recycled content.

2.1.2 Virgin Paper

- 2.1.2.1 Basis weight 20#
- 2.1.2.2 Brightness: 85 or better
- 2.1.2.3 Size: 8 1/2 x 11
- 2.1.2.4 Sheets per carton: 5000

**2.2 Additional Information**

2.2.1 Bids must include pricing for regular white copy paper; white 3-hole punched copy paper; and colored copy paper in all four (4) variations (virgin, 30%, 50%, and 100% recycled.)

- 2.2.1.1 Approximately 13 colors of 20# pastel and 6 colors of 20# bright were purchased by USNH (all locations) in FY11.
- 2.2.1.2 Approximately 9 colors of 24# pastel and 11 colors of 24# bright were purchased by USNH (all locations) in FY11.
- 2.2.1.2 Approximately 3531 reams of colored paper were purchased by USNH (all locations) in FY11.

- 2.2.1.3 Approximately 327 cases of 3-hole punched white copy paper purchased by USNH (all locations) in FY11 as follows:
  - a.) 100% recycled – 160 cases
  - b.) 50% recycled – 5 cases
  - c.) 30% recycled – 66 cases
  - d.) Virgin – 96 cases
- 2.2.2 Sample reams may be required for testing at no charge to the University, but are not required with proposals.
- 2.2.3 Product is expected to perform trouble-free in all USNH Multifunction Devices (MFDs) photocopiers, inkjet and laser printers, scanners, and fax machines.
- 2.2.4 Pricing must include any delivery and/or minimum order charges. USNH terms are FOB, Destination, Prepay and Allow.
- 2.2.5 Fuel surcharges must be clearly stated in all proposals. If no plan for fuel surcharges is submitted, USNH will assume that no fuel surcharges will be assessed for the duration of the contract.
- 2.2.6 Pricing must be firm for a minimum of six (6) months, and preferably for one (1) year. (Vendors will have the option of bidding on one or both timeframes.) Subsequent price increases may not exceed 7% annually, and all increases must be substantiated based upon market conditions, with thirty (30) calendar day's prior notice.
- 2.2.7 As USNH utilizes desktop delivery for the majority of its orders, please provide per case fees for such delivery, in addition to dock or central location delivery.
- 2.2.8 The estimated annual value of this contract is approximately: \$320,000, for the following papers:

Description	CTNS
100% Recycled	5598
50% Recycled	86
30% Recycled	1614
non recycled	984
<b>Total all of USNH</b>	<b>8282</b>

**2.3 Campus Breakdowns**

**2.3.1 UNH Durham Campus**

(Includes USNH Administrative Offices, Dunlap and Myers Centers, Concord Road, Lee, NH 03824)

- 2.3.1.1 Delivered to multiple user sites/departments in and around the Durham campus
- 2.3.1.2 Delivery quantity varies by location
- 2.3.1.3 **UNH utilizes desktop delivery for the majority of its orders**
- 2.3.1.4 Estimated annual usage for UNH, UNHM, & USNH System Offices in FY11: **4369 cartons**

**2.3.2 Keene State College (KSC):**

- 2.3.2.3 Delivered to multiple large volume user sites depending upon the current demand (e.g. Deliver to KSC Mailroom one week, following week to KSC Central Stores, etc.)
- 2.3.2.4 KSC will work with vendor on specifics to lessen overall cost to vendor

- 2.3.2.5 KSC will require delivery within 1-2 days after order is placed
- 2.3.2.5 Estimated annual KSC usage in FY11: **1335 Cartons**
- 2.3.3 **Plymouth State University (PSU):**
  - 2.3.3.1 Will need a delivery turnaround of no longer than 1 week from order date
  - 2.3.3.2 PSU may or may not utilize the contract resulting from this Request for Bid
  - 2.3.3.3 Deliver to: Central Receiving, Facilities Services Building, 123 NH Route 175A  
Holderness, NH 03245
  - 2.3.3.4 Estimated annual PSU usage in FY11: **1163 Cartons**
- 2.3.4 **UNH – Manchester (UNHM):**
  - 2.3.4.1 Limit 40 cases at a time via loading dock
  - 2.3.4.2 Deliver to:
    - UNH Manchester Campus
    - 400 Commercial St
    - Manchester, NH 03101
  - 2.3.4.2 UNHM annual usage is included in Section 2.3.1.4 above.
- 2.3.5 **Granite State College (GSC):** (10 Locations)
  - 2.3.5.1 Estimated annual usage for all GSC locations in FY11: **417 cartons**
  - 2.3.5.2 GSC Concord Regional Center
    - 2.3.5.1.2 Limit 10 cases at a time
    - 2.3.5.1.3 Deliver: Administrative Center, 8 Old Suncook Road  
Concord, NH 03301
  - 2.3.5.3 GSC Claremont Center
    - 2.3.5.3.1 Limit 3 cases at a time
    - 2.3.5.3.2 Deliver: 27 Pleasant Street, Claremont, NH 03743
  - 2.3.5.4 GSC Conway Center
    - 2.3.5.4.1 Limit 20 cases at a time
    - 2.3.5.4.2 Deliver: 53 Technology Lane, Suite 150  
Conway, NH 03818
  - 2.3.5.5 GSC Education Training Partnership
    - 2.3.5.5.1 Limit 8 cases at a time
    - 2.3.5.5.2 Deliver: 117 Pleasant Street, 3rd floor  
Concord, NH 03818

- 2.3.5.6 GSC Portsmouth Center
  - 2.3.5.6.1 Limit 3 cases at a time
  - 2.3.5.6.2 Deliver: Pease International Trade Port, 51 International Drive, Portsmouth, NH 03801
- 2.3.5.7 GSC Rochester Center
  - 2.3.5.7.1 Limit 5 cases at a time
  - 2.3.5.7.2 Deliver: 35 E. Industrial Way, Suite 101, Rochester, NH 03867
- 2.3.5.8 GSC Manchester Center
  - 2.3.5.8.1 Limit 3 cases at a time
  - 2.3.5.8.2 Deliver: 195 McGregor Street, Unit 3, Manchester, NH 03103
- 2.3.5.9 GSC Lebanon Center
  - 2.3.5.9.1 Limit 3 cases at a time
  - 2.3.5.9.2 Deliver: 224 Airport Road, Lebanon, NH 30766
- 2.3.5.10 GSC Littleton Center
  - 2.3.5.10.1 Limit 3 cases at a time
  - 2.3.5.10.2 Deliver: 39 Main Street, Littleton, NH 03561
- 2.3.5.11 GSC Berlin Center
  - 2.3.5.11.1 Limit 3 cases at a time
  - 2.3.5.11.2 Deliver: 2020 Riverside Drive, Room 144, Berlin, NH 03570
- 2.3.5.12 GSC Nashua Center
  - 2.3.5.12.1 Limit 3 cases at a time
  - 2.3.5.12.2 Deliver: 505 Amherst Street, Nashua, NH 03063

### 3. REQUEST FOR BID INSTRUCTIONS/INFORMATION

#### 3.1 Overview of Bid Process/Timeline

- 3.1.1 Bid packages shall be available by 10/19/2011.
- 3.1.2 **All questions concerning this request for bid must be submitted in writing via email to Lisa.Pollard@usnh.edu or via fax to 603-862-3390.** All questions must be received by noon on 10/27/2011. Questions received after this date/time will not be answered.
  - 3.1.3.1 Questions will be answered via written addenda. All addenda are published on the web at <http://www.unh.edu/purchasing/bid-docs.html>.
  - 3.1.3.2 It is the responsibility of the Proposer to verify that s/he has reviewed all addenda and other required documentation.
- 3.1.3 Bids are due no later than 11/14/2011 at 2:00 pm. Bids will be opened at that time. Late bids will not be considered.

- 3.1.4 All bids will be reviewed and evaluated by the evaluation committee, which will consist of members from USNH and USNH Purchasing.
- 3.1.5 The evaluation committee shall make its selection the week of 12/05/2011 or sooner.
- 3.1.6 It is expected that a contract will be signed by 12/15/2011 and become effective 01/01/2012 or another mutually agreeable date.

### **3.2 General Instructions**

- 3.2.1 Contact with or visitation with personnel at any campus regarding this request for bid 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 request for bid.
- 3.2.3 Bids may be hand delivered or mailed. **Faxed responses are not acceptable.**
- 3.2.4 Submit **one hard copy original** and **one electronic copy** (on a CD or flash drive as a single document in PDF format) by 11/14/2011 at 2:00 pm. Package should be clearly marked "RFB# 9639-0001, Recycled Copy Paper for USNH", "Official Bid" and hard copy shall be submitted in an "unbound" format to accommodate electronic imaging. The flash drive should be clearly labeled with the respondent's name. Package should be addressed as follows:

Lisa M. Pollard, C.P.M., Purchasing Manager  
USNH Purchasing & Contract Services  
11 Brook Way  
Durham, NH 03824-3509

- 3.2.4.1 In case of discrepancies between copies, the original hard copy shall serve as the official record.
- 3.2.5 By responding to this request for bid the Firm acknowledges that s/he has read and understands the information contained within this request for bid and has taken the contents into account in the preparation of the bid.
- 3.2.6 The cost for developing bids shall be absorbed by the Firm.
- 3.2.7 USNH considers all terms and conditions to be accepted unconditionally by a Firm unless written exceptions are made to specific clauses of this request for bid. Such exceptions may, however, be used as a basis for rejection of the bid.
- 3.2.8 Failure of a Firm to follow the instructions of this request for bid may result in rejection of the Firm's bid.
- 3.2.9 The Firm certifies, by submitting this bid, 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.
- 3.2.10 In the case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

### **3.3 Format & Contents of Bid**

- 3.3.1 Bids should address all sections of this request for bid. The bid 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 bid.
- 3.3.2 Provide the following information in a tabbed format:

- Tab 1 Cover Letter.** Clearly identify the Firm submitting the bid, signed by an authorized officer, and 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 2 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 (Appendix B – Bid Form) for products and/or services to be provided. If applicable; provide complete information for any services, information, equipment, or space you will require to be provided by Owner.
- Tab 3 Client References.** Provide at least three references where your firm has provided a similar scope of services. For each reference, include company name, address, telephone number, fax number, email address, primary contact, and description of services provided for these clients. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the USNH may contact these references.
- Tab 4 Other Information.** Provide any other information, which your Firm may choose to reveal to the evaluation committee.
- Tab 5 Statement of Qualification.** Completed in its entirety.
- Tab 6 USNH Substitute W-9 Form.** Completed in its entirety and executed. (Submit with the original bid submittal only in a sealed envelope marked “Confidential – Tab 6 USNH Substitute W-9 Form”).
- The form is available on our website at <http://unhinfo.unh.edu/purchasing/sub-w9.PDF>.
  - In order to maintain confidentiality of this information, the form should *not* be included in the electronic copy.
- Tab 7 Financial Statements.** Acknowledgement that your firm is willing to comply with the following:
- Financial statements are not required to be submitted with your bid.** 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 bid.
- 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 bids without penalty, to waive all technicalities and irregularities and deviations of bids from this request for bid, to decide whether a bid does or does not substantially comply with the requirements of this request for bid, to be the final judge as to which is the best overall bid, and to award a contract to the Firm whose bid 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 bid 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 bids received as confidential. After the issuance of an award all bids shall be public records. If no award is issued and the solicitation is cancelled without intention of reissuance, all bids shall be public at the time of cancellation. If no award is issued and USNH intends to reissue the solicitation, all bids 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 bids against the evaluation criteria listed in this request for bid 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 bids 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 bid for current and future needs of USNH
- 2. Ability to deliver products and services as described in Section 2: Scope of Work/Technical Specifications
- 3. Competitiveness and stability of pricing
- 4. Financial stability and ability of Firm to fulfill the contract
- 5. References from other companies/institutions (particularly those in higher education) for which your Firm has provided similar programs
- 6. Incentives offered
- 7. Comprehensiveness of bid
- 8. Conformance of bid to instructions for format and contents of bid
- 9. 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 bid from further consideration.

## **4. 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) day notice.

#### 4.2.3 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 October 15<sup>th</sup> of the current contract year for the succeeding contract year. The Owner's Agent is to be advised if that is not possible.

4.2.4 It is USNH's intent that the required negotiation and approvals for any extension will be completed by November 15<sup>th</sup> 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 USNH.

4.4.2 USNH 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 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 Lisa M. Pollard 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, unless otherwise indicated at time of Award.

- 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 (Required on all projects of \$100,000.00 or greater) – Not Required**

#### **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.

**STATEMENT OF QUALIFICATIONS**

\*\*\* FAILURE TO REPLY MAY RESULT IN DISQUALIFICATION OF BID \*\*\*

1. Firm \_\_\_\_\_

2. Address, Telephone Numbers and Fax Numbers (toll-free if available) for:

a. Principal Place of Business

\_\_\_\_\_

b. Principal Mgr. or Sales Rep.

\_\_\_\_\_

c. Bids

\_\_\_\_\_

d. Order Placement

\_\_\_\_\_

e. Accounts Receivable

\_\_\_\_\_

3. DUNS 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:

Contractor     Manufacturer     Wholesaler     Distributor  
 Dealer     Individual     Partnership     Corporation

in State of \_\_\_\_\_ Year Organized \_\_\_\_\_

7. Does the Contractor or any owner, sales/service representative, or employee, have a personal relationship with any USNH employee (includes all campus locations) (student relationships are not considered)? Yes  No

8. Number of years engaged in this business under present business name \_\_\_\_\_

If another name, supply details \_\_\_\_\_

9. Standard Condition of Order: a. Minimum Amount, if any: \$ \_\_\_\_\_

b. Terms: \_\_\_\_\_ c. FOB: \_\_\_\_\_

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 company does business. Do you grant permission to a responsible USNH Administrator to contact these banks? Yes  No   
 \_\_\_\_\_  
 \_\_\_\_\_
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)  Hispanic American  
 Asian 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 company 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 company 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 company or organization have been instructed not to engage in any acts of sexual harassment against students or employees of the University System.

**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 University.

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.

Firm \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**APPENDIX A – BID FORM INSTRUCTIONS**

**Recycled Copy Paper for USNH**

**Bid Number: 9639-0001**

**Due Date & Time: 11/14/2011 at 2:00 pm**

Bidders must complete the Electronic Bid Form (APPENDIX B) in Excel format to allow for copying and pasting into a summary of respondents. Please do not alter the Bid Form in any way. When saving to the CD or Flash Drive, save in Excel format.

Bidders must also print out a hard copy of the completed Electronic Bid Form and include it with their hard copy bid.

Bidders' hard copy bid form must contain the same pricing as that in the electronic version. In case of a discrepancy between the electronic submission and the hard copy submission, the hard copy shall prevail.

**Note: APPENDIX B** (Electronic Bid Form) is a separate (Excel) document which can be downloaded from our website at:

<http://www.unh.edu/purchasing/bid-docs.html> under Process Number 9639-0001.