STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: ___________________     Company Name: ________________________________________
Address:

To: Point of Contact: Ryan Aubert
Telephone: (603)-271-0580
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Paging Services
Bid Number: 2362-21
Bid Posted Date (on or by): August 13, 2020
Bid Closing Date and Time: September 17, 2020 @ 10:00 AM (EST)

Dear Ryan:

[Insert name of signor]_____________________________, on behalf of _____________________________ [insert name of entity submitting bid (collectively referred to as “Vendor”) hereby submits an offer as contained in the written bid submitted herewith (“Bid”) to the State of New Hampshire in response to Bid # 2362-21 for Paging Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
   a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
   b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
   c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
   d. Is currently debarred from performing work on any project of the federal government or the government of any state;
   e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
   f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
   g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
   h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
   i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
   j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor’s Signature __________________________   Authorized Signor’s Title ______________________

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: ____________________ STATE: ______________   ZIP: ______________

On the _____ day of _______________, 2020, personally appeared before me, the above named ______________________, in his/her capacity as authorized representative of ______________________, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace)

My commission expires: _____________________________ (Date)
REQUEST FOR BID FOR PAGING SERVICES FOR THE STATE OF NEW HAMPSHIRE

PURPOSE:
The purpose of this bid invitation is to establish a contract for paging services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the “Offer” section (detailed information on how to fill out the pricing information can be found in the “Offer” section); complete the “Vendor Contact Information” section; and finally, fill out, sign, and notarize page one of the bid invitation.

BID SUBMITTAL:
All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under “Bid Closing”. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent’s name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:
Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Ryan Aubert at the following address: Ryan.Aubert@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor’s name and address and the name of the person submitting the question.

BID DUE DATE:
All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as “Late” and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor’s disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:
In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is https://das.nh.gov/Purchasing/vendorresources.asp.

TIMELINE:
The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a “no later than” date.

8/13/2020 Bid Solicitation distributed on or by

Contractor Initials ________ Date ________
9/04/2020  Last day for questions, clarifications, and/or requested changes to bid
9/17/2020  10:00 AM (EST) Bid Closing
4/01/2021  Implementation of Contract

TERMS OF SUBMISSION:
All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor’s bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company’s acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor’s offer.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State’s format.

CONTRACT TERM:
The term of the contract shall commence April 1, 2021 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the “effective date”) and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

CONTRACT AWARD:
The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total. It is the intent of the State to award up to two (2) Contracts, one for primary services and a second for backup services where the primary does not provide coverage. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

NOTIFICATION AND AWARD OF CONTRACT(S):
Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at https://das.nh.gov/purchasing
For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public.**

**LIABILITY:**
The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**
Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the “Right-to-Know” Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

*If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are “confidential.”* Use of any other term or method, such as stating that a document or portion thereof is “proprietary”, “not for public use”, or “for client’s use only”, is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. **Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public’s right to know shall not be accepted or honored by the State.**

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder’s designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity attempting to electronically access, or has been referred to, materials which have been made publicly available on the State’s web sites.
By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

**TERMINATION:**
The State of New Hampshire shall have the right to terminate the contract at any time with written notice to the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**
All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

**STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed VENDOR CERTIFICATIONS:
All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: https://DAS.NH.Gov/Purchasing

- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: http://sos.nh.gov/Corp_Div.aspx

- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

- **CERTIFICATE OF INSURANCE:**
Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Coverage shall also include State of New Hampshire workers’ compensation insurance to the extent required by RSA Chapter 281-A.

**BID PRICES:**
Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without
additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01(e) “if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor”.

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor’s best/preferred customer

**AUDITS AND ACCOUNTING:**
The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**ESTIMATED USAGE:**
The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire’s annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

**USAGE REPORTING:**
The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter. Bureau of Procurement Services, Ryan Aubert and sent electronic to Ryan.Aubert@DAS.NH.Gov and DoIT – Telecom at . At a minimum, the Report shall include:
- Contract Number
- Utilizing Agency and Eligible Participant
- Services and/or All Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

**ESTABLISHMENT OF ACCOUNTS:**
Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under the “Delivery Time” section of this bid invitation, as if an account already exists for the agency.

**ELIGIBLE PARTICIPANTS:**
Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

**PAYMENT:**
Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: [https://www.nh.gov/treasury/state-vendors/index.htm](https://www.nh.gov/treasury/state-vendors/index.htm) Eligible participants shall negotiate their own payment methods with the successful Vendor.
INVOICING:
Invoices shall be submitted to the corresponding State agency after completion of work.

- **Invoicing Services**
  Invoicing Services shall consist of the costing of all Vendor-provided services for each State Agency or office. Vendor shall detail all charges and provide extended definitions of itemized charges. Bulked charges shall be rejected by the State. A separate invoice shall be submitted for each requesting office. Invoices shall be submitted directly to each State office on a monthly basis, inclusive of the first day of the month to the last day of the month in which the services have been performed.

- **Account Balances**
  Records of payments, credits and balances shall be maintained by the Vendor for all Services.

- **Accuracy of Invoices**
  Vendor shall be responsible to justify all charges to the State. Invoices must be reviewed for accuracy prior to delivery to the State. All billing information provided to the State must reflect same information. Paper records and electronic formats must reflect same call detail, same record count, same call and service cost and same content. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the vendor.

- **Invoice Details**
  All monthly reports and invoices must include detailed reports for every Vendor billable item, inclusive of quantity, description, cost per item and total cost per quantity of items.

- **Invoice Delivery Timeframe**
  Invoices shall be forwarded to the State within 20 days of receipt of services.

- **Invoice Corrections**
  The Vendor shall provide within five (5) working days, any corrective data requested by the State. This shall include replacement data files, corrective information on balances and credits owed the State and any other change of service information required for bill back to agencies by the State.

TERMS OF PAYMENT:
Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State’s satisfaction.

VENDOR RESPONSIBILITY:
The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: [https://das.nh.gov/Purchasing/vendorresources.asp](https://das.nh.gov/Purchasing/vendorresources.asp).

It is a prospective Vendor’s responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor’s responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.
It is the prospective Vendor’s responsibility to forward a signed copy of any addendum requiring the Vendor’s signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

• Provide pricing information as indicated in the “Offer” section; and
• Provide all other information required for the bid response (if applicable); and
• Complete the “Vendor Contact Information” section; and
• Add applicable prospective Vendor information to the “Transmittal Letter” form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

**IF AWARDED A CONTRACT:**
The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

Section 1.3 Contractor Name
Section 1.4 Contractor Address
Section 1.11 Contractor Signature (witnessed by a Notary Public or Justice of the Peace)
Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)
Section 1.13 Acknowledgement (completed or verified by the Notary Public or Justice of the Peace)
Section 1.13.1 Signature of Notary Public or Justice of the Peace
Section 1.13.2 Name & Title of Notary Public or Justice of the Peace

• Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
• Provide proof of sufficient workers’ compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
• If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

**SPECIFICATIONS:**
Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

**SITE VISITATION:**
Prior to bidding, it is each Vendor’s responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish successful and complete services.

**SCOPE OF SERVICES:**
Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The following terms and abbreviations as defined below, shall be used throughout this document.

**Numeric Pager:** A device that will display a call back telephone number on a digital display. A compact unit with a minimum of fifteen (15) call capability and a visual display of a numeric message and source identifier.

**Alphanumeric Pager:** A device that will display actual word messages across a display screen. A compact unit which provides a complete personal message center, retaining a minimum of fifteen (15) call messages and a visual display of a numeric message and source identifier.

**Hardware:** All components of the system that are the physical makeup of the system including the pagers, keyboards, combined alphanumeric paging, two-way radio, and cellular telephone, etc.
Software: All components of the system, other than hardware, which are programs that reside in memory, and are needed for remote access to the paging system via State owned personal computers.

Coverage
Vendors must demonstrate their respective wireless communications system coverage using single devices over geographic areas of the State of New Hampshire. Vendor must agree to maintain services in all areas as defined within the RFB response throughout the duration of any resulting contract, inclusive of coverage areas. Vendors must provide an engineering coverage map displaying their effective radiated area of coverage. The Vendor must calculate the effective radiated area in square miles for the State of New Hampshire as a total of all locations. A scaled effective radiated coverage map, 18 inches by 24 inches or larger must be provided with the RFB response.

Vendor must insure service penetration into the Acute Psychiatric Services (APS) building on 36 Clinton St., Concord, New Hampshire. The Vendor must insure 90% coverage, 95% of the time within all areas of the building. Vendor shall install additional equipment within the building to insure adequate coverage if required.

Service areas should include all areas of New Hampshire as described above and major metropolitan areas of the United States. Vendors shall provide a national coverage map in their response.

Licenses
The Vendor must currently hold and shall retain throughout the duration of the contract, all licenses or certificates required by the State and Federal authorities inclusive of the Federal Communications Commission and State of New Hampshire Public Utilities Commission. The Vendor must file with the appropriate regulatory body, any tariff, amendments, or special contract offerings to ensure that the required terms and conditions of this RFB are met. The Vendor shall cooperate fully with the PUC to ensure that all time schedules noted within are met.

Transfer of Services
After contract awards, Vendors shall be responsible to contact each State Agency and advise them of their service availability. Vendors shall work directly with each Agency to determine the quantity and type of pagers required. Vendor shall distribute pagers to agencies and end users. All pagers must be fully functional and distributed to end users prior to the start of any awarded contract.

Any resulting contract shall remain in effect for a period of up to 90 days beyond the contract termination date. This period of time will be utilized by the State, or responsible replacement Contractor, for the installation of replacement services. During this period the State may request the removal of services on a single device or billing address basis. At the termination of Contract, incumbent and Vendor(s) must work together to insure service transferred with a minimum of service interruption. The Vendor must fully cooperate with the new Vendor(s) during the transition of services.

Paging Access
Vendor shall provide paging access via telephone dial-up and Internet web site message origination. Vendor shall provide both paging keyboards at prices included in the Offer Section and the Internet web site at no charge to the State.

- Telephone Dial-up
  Service must allow users to call a telephone number and, via DTMF dialing, leave a call-back number for a paged party. Call shall be toll free to the originator and available anywhere in New England.

- Internet Access
  Vendor services must include access to a specified web site, simulating the Paging Keyboard operation through a PC via Internet connectivity and Internet browser. There shall be no charge for the use of this service.
EQUIPMENT
Vendor shall provide all pagers and equipment of new or like new condition. Vendor shall retain ownership of all equipment throughout the duration of any resulting contract. The State shall be responsible for a one-time payment of lost equipment. Vendor must note the cost of lost equipment in. Vendor shall allow up to 500 pages per month, per pager.

- Pagers
  Vendors must provide Numeric and Alphanumeric Paging services. Numeric services shall use devices that display a call back telephone number on a digital readout. Devices shall be compact units with a minimum retention of fifteen (15) messages including source identifier. Alphanumeric services must include all of the above, and provide a brief text message to the caller that may or may not include a telephone number.

  Pagers shall be provided with the appropriate power cords, battery, battery charger (when rechargeable batteries are available), belt holsters, user manual and any manufacturer recommended equipment.

- Paging Keyboard
  The Vendor must offer a message origination device that will be used to generate messages via telephone line transmission. Acceptable devices are the Motorola Alphamate 250 and Canamex Communications Corporation Quicktel Quickpager or similar devices.

  Paging Keyboards shall be provided with the appropriate power cords, power supply, interface, user manual and any manufacturer recommended equipment.

PAGE DELIVERY
Delivery time for pages shall not exceed three (3) minutes.

NUMBER OF PAGES
The Vendor shall allow an average minimum of 500 pages per month per pager (minimum 100 characters per page for text messaging) inclusive in the base pager charge. Additional charges shall be based only on an aggregation of page counts for a given billing account. (i.e. for a total of 100 in service pagers the account would have to exceed a total of 50,000 total pages in a month to incur additional charges.)

ADDITION AND REMOVAL OF USERS
Users may be added to or removed from service at any time during the contract, with a maximum requirement of a 30-day or one calendar month activation period.

ORDERING PROCEDURE
The Vendor shall provide a representative(s) to work with each State Agency to replace existing pagers. The representative shall meet with each agency to determine needs for replacement equipment, and accept direct orders from each agency. Agencies shall place orders in person, by telephone, or e-mail direct to contractor. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

DELIVERY
- Delivery and Operation
  All pagers must be delivered as fully operational on or before the start date of the contract. Any pager ordered after this date shall be delivered fully operational within five (5) business days of State order. The Vendor shall be responsible to furnish or cause to be furnished the delivery of all, equipment, materials and supplies necessary to operate the proposed services.

- FOB Destination
  The Vendor shall pay all transportation costs for new equipment (including pagers, belt clips and associated items), equipment returned due to failure, unsatisfactory operation or cancellation. Delivery shall be made FOB destination for any order. All orders are to be shipped prepaid at the Vendor’s expense. No shipping charges must be invoiced to the State by an outside carrier. Shipments must be
properly packaged to meet accepted commercial standards, which will prevent damage or contamination, without extra charge to the State.

**PROBLEM RESOLUTION**
The Vendor must have a single contact person, available during normal State working hours of 8:00 A.M. through 4:30 P.M. for the resolution of problems. The contact person must be a Vendor contact with authority to order and insure delivery of replacement equipment, initiate service affecting repairs and addressing invoice issues. The State will designate a Contract Administrator who will work with the Vendor to resolve problems that cannot be resolved by the agency end-users.

The Contract Administrator may impose a moratorium on a Vendor’s contract pending resolution of any controversy that arises regarding services to be provided pursuant to this contract or take other action deemed necessary.

**REPAIR AND INSTALLATION SERVICES**

- **Service Repair**
  The Vendor shall make service available via toll free telephone calling 24 hours per day, seven (7) days per week. Personnel must be knowledgeable of the contract services and devices as configured for the State. The Vendor shall be responsible to implement appropriate maintenance.

  The Vendor shall have in his employ a sufficient number of trained personnel to ensure that emergency calls shall be answered promptly, 24 hours a day, with repairs being initiated no later than two (2) hours after trouble calls are received.

- **Equipment Replacement**
  Vendor shall provide replacement pagers and associated equipment within two (2) State business days of report of defective equipment by the State.

**CUSTOMER SUPPORT SERVICES**
The successful Vendor must provide complete customer support inclusive of the following:

- **Account Management**
  The Vendor must provide a single point of contact for the State or its representative.

- **Account Team Access**
  Vendor must provide telephone, facsimile, and Internet e-mail access to each individual on the Vendor account team. General toll free numbers must be provided for telephone and facsimile services on a statewide basis.

- **Billing Support**
  The Vendor shall assign a dedicated financial representative to the State account who will cooperate with the State to resolve billing, call detail, equipment programming, data discrepancies and all other aspects of the contract. The Vendor shall be capable of receiving electronic payments from the State. If a Vendor subcontracts any or all of the products and/or services covered by this agreement, the Vendor must be the central point of contact for all matters of ordering, billing, invoicing, and delivery. Use of a subcontractor shall not release the selected Vendor of any responsibility. Bills and invoices for products and services must be issued by and payable to the Vendor receiving this contract. Questions related to billing or delivery will be handled promptly by the Vendor and not the subcontractor(s).

**TECHNOLOGY UPDATES**
It is recognized that technology will change during the term of the contract. The Vendor is invited to propose additional or alternate offerings. These services may be added at any time as the balance of Vendor service product line.

The influx and transition of new technology may result in the disconnection or discontinuation of a defined service and connection to new technology. The Vendor may not impose any charges for a given service when the State discontinues one service for the replacement of another while remaining a customer of that same
Vendor. The Vendor shall continue the availability of all services and technologies unless otherwise directed by the State.

**Additional Requirements**

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.
The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor’s performance of the requested services shall be repaired at the Vendor’s own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

**Disaster Recovery**
Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered?  **Yes or No**

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

**OFFER**
Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUANTITY (A)</th>
<th>COST PER MONTH (B)</th>
<th>TOTAL COST PER MONTH (A x B)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Statewide Area Pagers and Service</strong></td>
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<td></td>
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<tr>
<td>- Numeric Pagers</td>
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<tr>
<td>- Alphanumeric Pagers</td>
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<tr>
<td>- Service via cellular phone app</td>
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<td><strong>For Evaluation purposes:</strong></td>
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<tr>
<td><strong>Nation Wide Pagers and Service</strong></td>
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<tr>
<td>- Numeric Pagers</td>
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<tr>
<td>- Alphanumeric Pagers</td>
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<tr>
<td><strong>TOTAL:</strong></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

Additional Pricing information, not to be considered in award criteria:

**Lost Equipment**

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Model</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**Balance of Product Line**
Vendor may propose other associated services as priced below. Include any and all related services to be offered to the State. Provide complete descriptions in attachments. Additional pages may be attached if necessary.
<table>
<thead>
<tr>
<th>Product</th>
<th>Monthly Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price per page for pages in addition to included 500 pages per month per device.</td>
<td></td>
</tr>
<tr>
<td>2 Way Pager</td>
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</tr>
<tr>
<td>VENDOR CONTACT INFORMATION:</td>
<td></td>
</tr>
<tr>
<td>Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.</td>
<td></td>
</tr>
<tr>
<td>Contact Person</td>
<td>Local Telephone Number</td>
</tr>
<tr>
<td>E-mail Address</td>
<td>Company Website</td>
</tr>
<tr>
<td>Vendor Company Name</td>
<td>Vendor Address</td>
</tr>
</tbody>
</table>

ATTACHMENTS:
The following attachments are an integral part of this bid invitation:
Attachment A: Sample P-37 Form

Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.
AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>State Agency Name</td>
</tr>
<tr>
<td>1.2</td>
<td>State Agency Address</td>
</tr>
<tr>
<td>1.3</td>
<td>Contractor Name</td>
</tr>
<tr>
<td>1.4</td>
<td>Contractor Address</td>
</tr>
<tr>
<td>1.5</td>
<td>Contractor Phone Number</td>
</tr>
<tr>
<td>1.6</td>
<td>Account Number</td>
</tr>
<tr>
<td>1.7</td>
<td>Completion Date</td>
</tr>
<tr>
<td>1.8</td>
<td>Price Limitation</td>
</tr>
<tr>
<td>1.9</td>
<td>Contracting Officer for State Agency</td>
</tr>
<tr>
<td>1.10</td>
<td>State Agency Telephone Number</td>
</tr>
<tr>
<td>1.11</td>
<td>Contractor Signature</td>
</tr>
<tr>
<td>1.12</td>
<td>Name and Title of Contractor Signatory</td>
</tr>
<tr>
<td>1.13</td>
<td>State Agency Signature</td>
</tr>
<tr>
<td>1.14</td>
<td>Name and Title of State Agency Signatory</td>
</tr>
<tr>
<td>1.15</td>
<td>Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</td>
</tr>
<tr>
<td>1.16</td>
<td>Approval by the Attorney General (Form, Substance and Execution) (if applicable)</td>
</tr>
<tr>
<td>1.17</td>
<td>Approval by the Governor and Executive Council (if applicable)</td>
</tr>
</tbody>
</table>

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.
2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"): 8.1.1 failure to perform the Services satisfactorily or on schedule; 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the
date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for
all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS’ COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers’ Compensation").
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers’ Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers’ Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers’ Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office address to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.