

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: Paul Rhodes
Telephone: 603-271-3350
Email: paul.rhodes@nh.gov

RE: Bid Invitation Name: **WIRELESS CELLULAR AND DATA SERVICES**
Bid Number: **BID 1812-16**
Bid Posted Date: January 7, 2016
Bid Opening Date and Time: **February 12, 2016 @ 2:00 PM (EST)**

[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 # 1812-16 for wireless cellular and data 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 Opening 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 _____, 2015, 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 WIRELESS CELLULAR AND DATA SERVICES FOR
THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a Contract(s) for wireless cellular and data 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 must be submitted on this form (or an exact copy), must be typed or clearly printed in ink, and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to PRCHWEB@NH.GOV**. All bids must 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 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

TIMELINE:

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, considered the dates below a "no later than" date.

01/07/2015	Bid Solicitation distributed on or by
01/22/2016	Last day for questions, clarifications, and/or requested changes to bid
02/12/2016	2:00 (EST) PM Bid Opening

CONTRACT TERM:

The term of the Contract shall be from April 1, 2016, or the date of award, whichever is later, through March 31, 2019 a period of approximately three (3) years. The Contract may be extended for an additional two (2) years 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 Governor and Executive Council. The maximum term of the Contract (including all extensions) shall not exceed five (5) years.

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 at their discretion. In doing so, they are entitled to the prices established under the Contract(s). However, they are responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability of any kind between the successful Vendor and any of these entities.

SPECIFICATIONS:

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the Vendor shall address all requirements for information as outlined.

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of the State and will 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.

The Vendor's signature on a bid submitted in response to this request guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor.

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.

LIABILITY:

The State shall not be held liable for any costs incurred by Vendor(s) in the preparation of bid(s) or for work performed prior to Contract issuance.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon RFB opening, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, 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 will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor 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 Vendor.

TERMINATION:

The State of New Hampshire shall have the right to terminate the Contract at any time by giving 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 prior to the issuance of a Contract. Vendors shall comply with the certifications below throughout the term of any Contract which results from this bid. Failure to comply shall be grounds for the termination of any Contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to any award, Vendor **MUST** have a completed Vendor Application and Alternate W-9 Form 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): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a Contract, will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.

- **CONFIDENTIALITY & CRIMINAL RECORD:** If requested by the using agency, the Contractor and their employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be returned to the individual using agency prior to the start of any work.

CERTIFICATE OF INSURANCE:

Prior to being awarded a Contract the Vendor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders 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 automobile liability and State of New Hampshire workers' compensation as defined by the State.

INVOICING:

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted in writing to Paul Rhodes, Financial & Purchasing Analyst, Bureau of Purchase and Property, at paul.rhodes@nh.gov. All requests, questions, and clarifications shall be submitted no later than January 22, 2015 by 4:30 PM.

The Vendor shall include complete contact information including the Vendor's name, telephone number, fax number and e-mail address.

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 will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and 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 will 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 <http://das.nh.gov/Purchasing/vendorresources.asp>.

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: <http://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

In preparation of your bid response, you shall:

- Complete the pricing information in the "Offer" section; and

- Complete all other required information on your offer; and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page must be notarized to be an official submission.

IF AWARDED A CONTRACT:

The Contractor must 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
- Section 1.12 Name & Title of Contractor Signor
- Section 1.13 Acknowledgement
- Section 1.13.1 Signature of Notary Public or Justice of the Peace
- Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

BID PRICES:

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, processing charges (including credit card transaction fees), delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time (to include writing them separately in the RFB "Offer" section). Any and all charges **must be built into your bid price** at the time of the bid.

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

PAYMENT:

Payments shall be made via ACH. Use the following link to enroll with the State Treasury:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total of Sections A, B, C, and D. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contracted price. If an award is made it shall be, in the form of a State of New Hampshire Contract.

The intent of the State is to award multiple Contracts. A Vendor must bid on a minimum of the three (3) sections listed as A, B, C, D, and E (voice, voice with data, SmartPhones, ISP Data, and Machine-to-Machine) listed in the offer section of this RFB. Sections D and E are optional and shall be awarded to Vendor(s) meeting the requirements of A, B, and C. The State shall award multiple Contracts when it is in its best interest to do so; Vendors may be awarded Contracts in multiple sections, resulting in a combined contract for such Vendors.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening, the names of the vendors submitting responses and pricing will be made public. Other specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <http://das.nh.gov/purchasing>.

SCOPE OF SERVICES:

It is the intent of the State that the Vendor considers the State as one large account and proposes services accordingly. It is not the intent of the State to receive variable services per State Agency under multiple Contractor programs, unless such services are provided under State accepted balance of product line which results in reduced costs of services.

Awarded Vendor(s) shall complete equipment distribution and turn-up (porting of numbers and devices ready for use) requiring that all services be fully operable, no later than start of business on March 31, 2016. The State shall not be invoiced for the phones unless used by the State during turn-up.

Vendors may propose only service and equipment for which they are certified representatives and distributors. The Vendor must maintain a staff of fully certified and experienced technicians for provisioning and maintenance of service. This Bid is restricted to qualified Vendors who can provide service, equipment and coverage to the State as specified in this Bid.

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.

WARRANTY REQUIREMENTS:

The successful Vendor(s) shall be required to warranty all of the equipment awarded for a period of not less than the manufacturer's United States warranty standard period of time or standard number of years indicated by manufacturer, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The Vendor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this Contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this Contract(s) and also in accordance with Contract drawings.

The Vendor shall take all responsibility for the work under this Contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

PERFORMING SERVICES:

The Vendor shall perform all services according to the requirements and specifications of this bid.

NETWORK

Vendor shall provide services including, but not limited to, network technology, (i.e. CDMA, GSM, etc.).

COVERAGE MAPS

The Vendor shall provide as ATTACHMENT A COVERAGE MAPS for each Telephone and Data service provided (one each per coverage area) verifying service coverage as described below. Maps may be non-confidential marketing literature, yet detailed enough to clearly determine if a regional area may be serviced by the Vendor:

- Traditional Cellular Telephone Service for voice operational coverage shall be 80% of all geographic areas of New Hampshire. ;
- ISP Access Data Service for SmartPhones and wireless "Air Card" coverage for 70% of all geographic areas of New Hampshire; Maps shall be detailed enough to clearly determine if a city, town or community may be serviced by the bidder. Maps shall be provided for each technology provided (i.e. 3G, 4G, 5G etc.) defining penetration.
- Nationwide coverage map for all services offered.

PORTING OF EXISTING TELEPHONE NUMBERS

Vendor shall port all lines by start of business on March 31, 2016.

TYPE OF SERVICE

Traditional Cellular Telephone Service, Domestic Use

Traditional cellular telephone services shall allow users to directly dial any telephone number which is available through the Public Branch Exchanges as available from Local Exchange Carriers, Competitive Local Exchange Carriers, Long Distance Carriers and competitive Cellular Telephone Service providers. Access to any telephone subscriber number shall not be restricted. Services shall include typical "off the shelf" features and telephone operation. Equipment provided for use with this service shall be referred to as Traditional Cellular Telephone (TCT) equipment. One free voice device shall be offered for each user one time per line. Otherwise devices shall be eligible for upgrade at prices included in any awarded Contract.

Access Data Services

Vendor shall provide data transport at multiple speeds, limited by the use of Vendor technology. Common terminology is third generation (3G) fourth generation (4G) service and fifth generation (5G). In addition to SMART

SmartPhone Services

A SmartPhone is defined as a mobile phone with advanced capabilities including PC-like functionality with access to text messaging, e-mail and web browsing. Phones must be capable of accessing Microsoft Exchange Server and Lotus Notes e-mail and include Personal Digital Assistant (PDA) capabilities including calendaring. Access shall be provided throughout the Vendor footprint of the continental United States. Equipment functionality must include the ability to open MS Excel, MS Word and Adobe Acrobat files. Currently systems running iOS are the only accepted operating systems, though this may change and the Vendor needs to be flexible with this evolving technology. Equipment provided for use with this Contract shall be referred to as SmartPhone (SM) equipment. One free SmartPhone device for each operating system specified shall be offered for each user one time per line. The free device must sustain the End of Life support of the SmartPhone's manufactures as it relates to update support. For example, if a device is not able to update to the latest OS then a new free device must be provided even if outside the two year replacement window. Otherwise devices shall be eligible for upgrade at prices included in the Contract.

One free SmartPhone sample device shall be provided to the Department of Information Technology (DoIT), Director of Technical Support, for a 90 day evaluation and use approval prior to distribution to users. Devices shall be returned to the Vendor after evaluation. Rejected devices shall be replaced with DoIT approved devices.

Vendor shall provide Mobile Antivirus and Mobile Anti-malware protection software for each SmartPhone distributed preinstalled with the ability to update to the latest version throughout the length of the Contract. .

Vendor shall provide State of NH employees access to the State of NH Mobile Device Management solution at no additional cost or change in plan regardless of whether it is a personal or State of NH device.

COVERAGE

The Vendor services shall cover a minimum of the following geographic areas for each proposed service. The Vendor shall also ensure same coverage is available 99% of the time for the respective geographic area. . Vendor must clearly identify their licensed coverage area, not off network. Vendor shall provide roaming area coverage. Loss of service shall not occur when transferring between cell towers

- Traditional Cellular Telephone Service:
Minimum 80% coverage of the geographic area of New Hampshire;
Nationwide coverage (Vendor shall specify percent penetration)._____%
- ISP Access Data Services:

Minimum 70% coverage of geographic area of New Hampshire at G3 data rates;
Nationwide coverage (Vendor shall specify percent penetration)._____%

LICENSES

The Vendor shall currently hold and 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 Bid are met. The Vendor shall cooperate fully with the PUC to ensure that all time schedules noted within are met.

In the event of loss of license or permit to provide services as defined, the Contract shall be nullified; with the State free to engage in an agreement with any Vendor as becomes necessary to continue services without retribution to the original Contractor.

INTRODUCTION OF SERVICES

The Vendor must insure that services do not operate in conflict with alternate service providers. Vendor must provide all user cellular equipment inclusive of telephones, data modems and associated devices, and deploy prior to March 31, 2016 in order to insure that the State is not without service for any period of time during transfer of service from an incumbent Contractor. Additional equipment shall be provided when requested to support new subscribers after start of a Contract. Only services requested and authorized by the State shall be replaced. The Vendors shall communicate with Agency contacts and State users for coordination with the distribution of equipment.

RETENTION OF EXISTING TELEPHONE NUMBERS

The State shall retain any existing cellular telephone number currently assigned to a State subscriber. Vendor shall be responsible to port over numbers to the proposed service as requested by the user. The porting of numbers shall not delay service installation nor result in a user being without service.

ORDERING PROCEDURE

Telephoned Requests

State contacts may call the Vendor at any time between 8:00 A.M. and 4:30 P.M. to request services, Monday through Friday. The Vendor shall respond and provide appropriate service as requested, and allowed under the Contract, with the exception of Smartphones. Smartphones shall require prior written approval from the State Department of Information Technology CIO. No tablets may be purchased through any Contracts awarded through this RFB,

Vendor Signature Documents

Any signature forms used by the Vendor to reflect service requests or delivery of service by the Vendor to the State shall refer to the Contract number resulting from this RFB. All other terms and conditions shall be null and void.

Purchase Orders

The State may email, mail, or fax Purchase Orders as requests for service. Vendor shall accept State Purchase Orders whenever used.

Initial Service Requests

The Vendor shall contact designated State agencies to perform a service needs analysis as directed by the State at the initiation of any resulting Contract. The Vendor shall meet with each designated agency to determine the count and type of telephones, service program and delivery of replacement services. The needs analysis shall be completed prior to deployment. A complete deployment plan including agency, end user, telephone number, equipment supplied, cost and cost plan shall be provided to the Department of Safety Telecommunications Section prior to deployment.

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

Addition and Removal of Users

Telephone subscriptions may be added or removed from service at any time during the Contract, with a maximum requirement of a 30-day or one calendar month activation period with no termination liability. All

service agreements shall be coterminous with the termination date of any awarded Contract. All provided equipment (telephone, charger, belt-clip, etc.) shall be returned to the Vendor within 30 days of request of line removal.

Returns

Return Authorization credits shall be provided without penalty for faulty equipment. Vendor shall be responsible for all shipping charges for equipment returned. Defective telephones, accessories and associated equipment shall be replaced within three (3) State business days from notification of failure. Such service shall be available to State users by placing a single telephone call to the Vendor.

USER TRAINING

The Vendor shall train each user on the operation of the individual telephone, service access and features upon delivery of equipment. Complete training shall be available at each individual State office. Continued support shall be provided to train new users and provide refresher training for others when requested by the State.

User Documentation

The Vendor shall provide user instruction manuals and associated documentation with each system provided. Manuals shall include detailed operation of all devices, accessories and system operations including use of Anti-Virus/Anti-Malware application.

Manuals that include detailed information of the operation of telephones, accessories and system operations can also be made available through the Vendor's website.

CUSTOMER SUPPORT SERVICES

The Vendor shall provide complete customer support inclusive of the following:

- Account Management
The Vendor shall provide a single point of contact for the State or its representative. Vendor must work in conjunction with any State Vendor regarding the interface of any and all Vendor or State provided and supported communications equipment.
- Account Team Access
Vendor shall provide telephone, facsimile, and Internet e-mail access to each individual on the Vendor account team. General toll free numbers shall 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 that 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 shall be the central point of contact for all matters of ordering, billing, invoicing, and delivery. Use of a subcontractor does 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 a Contract. Questions related to billing or delivery of service and/or equipment will be handled promptly by the Vendor and not the Vendor's subcontractor(s).

- Problem Resolution
The Vendor shall have a single contact person, available from 8:00 A.M. to 4:30 P.M. during State workdays for the resolution of problems. The contact person must be authorized to provide invoice corrections, initiate repair and equipment replacement processes and expedite services.

The State shall 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 Contract pending resolution of any controversy that arises regarding services to be provided pursuant to this Contract or take other action deemed necessary.

TECHNOLOGY UPDATES

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 shall 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. Vendor shall replace any interface equipment which becomes obsolete due to Vendor service updates.

All users shall be notified sixty (60) business days prior to system operation changes, inclusive of equipment updates and software/firmware updates.

CONFIDENTIAL INFORMATION

The Vendor agrees that all discussions or information gained during any engagement shall be considered confidential and that no information gathered by the Vendor shall be released without prior written consent of the State.

INVOICING AND REPORTING REQUIREMENTS

Invoices and reports are required throughout the duration of any resulting Contract as denoted below.

- Monthly Reports

The Vendor shall provide a Monthly Summary Report forwarded to Department of Administrative Services, Bureau of Plant and Property detailing service. Included shall be all cellular telephone numbers subscribed to the State, billing program used, monthly cost, usage cost, data usage, telephone minute usage, date of the last usage, equipment provided (including make/model/serial number/telephone number), telephone "owner", State agency responsible for billing and contact person. The State shall not be required to use any Vendor associated website as the main source to gather this information, though website access can be made available as an additional option.

The report shall also highlight any device that has been inactive for 60 days or more. That State shall work with the agency and Vendor to determine if these devices shall be removed from service.

- Invoicing Services

Invoicing Services shall consist of the costing of all Vendor provided services. Vendor shall detail all charges and provide extended definitions of itemized charges. Bulk charges shall be rejected by the State. A separate invoice shall be available for each telephone subscribed to each State office. The State may require that multiple telephones be billed on a single account. In such cases, the Vendor shall place charges on a single master bill.

Invoices shall be submitted on a monthly basis, inclusive of the first bill cycle day of the month to the last bill cycle day of the month in which the services have been performed. Charges will be pro-rated by the numbers of days in service when partial month services occur.

- Invoice Details

All monthly reports and invoices shall be itemized including details for every Vendor billable item, inclusive of basic monthly charges, minutes of use, excess minutes of use, call detail inclusive of city/town location and telephone number called. All call records must be listed in sequential order by date of call.

- Invoice Corrections

The Vendor shall provide within ten (10) working days, any corrective data requested by the State. This shall include replacement reports, corrective information on balances and credits and any other change of service information required for bill back to agencies by the State.

- Invoice and Report Delivery Timeframe

Invoices and Reports shall be delivered on or prior to 25 days subsequent to the monthly bill cycle. The State shall not be held liable for service performed without the receipt of properly filed invoices, reports

and supporting information. Invoices shall be forwarded directly to State users, and may be forwarded as a group to same addresses when directed by the State.

- Account Balances
The Vendor shall maintain all records of payments, credits and balances.
- 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 invoices and electronic reports must reflect same call detail, record count, call and service cost. Conflicts between support data and paper billing shall be considered incomplete billing and payment held until proper support information provided by the Vendor.
- Paper
Invoices must be provided on paper. It is preferable that invoices also be available electronically, delivered by e-mail, or downloadable from an Internet web site.
- Electronic Media
Monthly reports shall be provided in electronic PC format with all files provided as Open Data Base Compliant (ODBC) ASCII flat files. All such reports shall be e-mailed to designated Contract administrator, or alternate addresses when provided by the State.

REPAIR AND INSTALLATION SERVICES

The Vendor shall make services available 24 hours per day, seven (7) days per week. The Vendor shall be responsible to implement appropriate maintenance to ensure continued operation of all services throughout the duration of the Contract.

Toll Free Telephone Number

A toll free telephone number shall be provided for trouble reporting and immediate service assistance. Personnel must be knowledgeable of the Contract services and devices as configured for the State.

Phone number: _____

Escalation to Second Level Support

Escalation to second level support shall be provided for trouble reports not addressed and corrected within a 24 hour time period.

Contact: _____

Phone: _____

VENDOR AS PRIME CONTRACTOR

Vendor warrants that they are the prime Contractor for the business solicited in this Bid.

Subcontractor Work

The Vendor shall include in their response, a complete list of all subcontractors and their work to be performed during any resulting Contract. This requirement shall be exclusive of network backbone carriers or call completion carriers used within their network.

Subcontractor Performance

The Vendor shall be responsible for the performance of any subcontractors that are used.

Introduction of New Technology

Vendor shall provide notification to the State prior to technology updates requiring end user equipment replacement or modifications in methods of calling. Whenever such changes are made, the State may request sample equipment to verify that services operate within the parameters of the Contract, any such change be communicated to the end users a minimum of sixty (60) days in advance.

The presentation of any new service not current in any resulting Contract shall require the issuance of a Contract amendment after the service is accepted by the State.

TELEPHONES AND EQUIPMENT

Vendor shall provide a single end user device for each service end user, inclusive of Traditional Cellular Telephones, SmartPhones, and Data services. The Vendor shall also offer equipment for purchase at the discretion of the State. The Contractor must provide cellular service for compatible equipment that is currently owned by the State. Services for all equipment shall include equipment programming, repair, installation and instructional assistance. All user equipment shall be retained as property of the State once delivered to end-users. Equipment may be substituted at any time after equipment review and acceptance by the state.

Accessories

All telephones provided by the Vendor shall be complete and ready to use with the following attachments:

- 120 Vac battery charger/adaptor
- 12 Vdc battery adaptor/charger
- Belt clip holster or belt clip carrying case
- Bluetooth earpiece
- Screen protectors for SmartPhones

Hand Held Portable Telephones

Traditional Cellular Telephones shall be new or like new sets. Telephones shall allow use of each service feature proposed by the Vendor and incorporate hands free talk-back, corded earpiece, graphic display, internal call directory and other common phone features. A base phone shall be provided at no charge, with optional feature phones proposed for purchase.

In Vehicle Telephones

Contractor shall provide Auto Adaptor/Conversion kits allowing telephones to be installed in State vehicles. Contractor shall provide all labor to install and relocate such equipment as directed by the State. Equipment shall include the following features:

- Hands free talk-back operation
- 12 Vdc vehicle power
- Multiple vehicle installed antenna styles including magnet, glass and permanent mount antennas.

ISP Access Data Equipment

Vendor shall provide Internet access equipment inclusive of Sierra Wireless Aircards, Novatel Wireless Ovation or equipment with same performance and similar features, designed for use with laptop, mobile or stationary data equipment. Vendor must provide a full physical, operating and technical description of each device offered.

Vendor shall provide a full range of SmartPhones offering iOS, Android and Microsoft operating systems (though at this time the ONLY approved devise is the iOS).

Machine-to-Machine

Vendor shall provide services allowing wireless and wired systems; such as vehicle tracking, game cameras, etc. Any lines utilized under this plan shall be a separate account from any other voice or data plan.

Bluetooth Equipment

Vendor shall have offer devises and accessories compatible with Bluetooth, hands-free, equipment. Hands-free equipment shall be offered at a minimum discount for the entire term of any awarded Contract.

Percentage discount off of MSRP for Bluetooth equipment: _____%

Existing Equipment

Equipment currently owned by the State, when compatible, shall be serviced by the Contractor. Services shall include equipment programming, repair as available from the Contractor, removal and installation of equipment in State vehicles, and operational instructional assistance.

Equipment Maintenance and Warranty

The Vendor shall have at their disposal installation and support technicians to provide support services for all equipment supplied by the Vendor. All equipment shall remain fully functional throughout the duration of the Contract. Any equipment purchased by the State shall be provided with a three (3) year warranty, resulting in free of charge repair or replacement of any device that becomes faulty. Replacement of such devices may be with a certified like new device. Replacement shall be provided within three (3) State business days of report. It

will be acceptable through the course of the Contract to substitute alternate equipment as manufacturers discontinue products and introduce new equipment. Acceptance of such equipment shall be at the discretion of the State.

As an alternative, the Vendor may propose one year equipment warranty with equipment replacement available for each year of the Contract, resulting in complete equipment coverage for the entire duration of the Contract.

If there are no available appropriated funds for more than thirty (30) days, the Contractor may terminate this Agreement with thirty (30) days prior written notice to the State. To the extent that Contractor terminates the Agreement pursuant to this Section, the State agrees that any handset or equipment provided under the Agreement in the previous six (6) months will be returned to Contractor.

Quality of Equipment

All equipment provided shall be new or of factory refurbished like new quality. The State retains the right to reject any equipment which does not provide a showroom appearance and equivalent operation.

Insurance

The Vendor may propose equipment insurance providing replacement of lost, stolen or damaged telephones. Insurance shall be at the option of the subscriber and not a requirement of the Vendor.

Security

The Vendor shall maintain network security at all times, disallowing network facility access by unauthorized users. When fraudulent use is detected, the Vendor shall contact the State and discontinue service for a designated telephone number if directed by the State.

NATIONAL SERVICE COMPATIBILITY

The service shall be interactive with other Vendor services allowing functionality throughout most areas of the United States.

INTERNATIONAL SERVICE COMPATIBILITY

Vendor may offer international services allowing the use of multi-band telephones (or single band phones) that operate under GSM (Global Special Mobile) or alternate technologies used in Europe or other areas of the world. International Services shall be ordered by the end user on an as needed basis.

E911 AND FCC SERVICE COMPATIBILITY

Vendor services and equipment must meet all FCC, State E911 and Federal E911 mandates.

SERVICE FEATURES

The Vendor shall offer service features as defined below. All offered features shall be clearly defined and priced in Attachment A Table 8 Balance of Product Line.

Call Forwarding

Forwarding of calls to alternate lines and/or voice mail. Transfer may be invoked either if calls are unanswered after a designated number of rings or if line is busy.

Voice Mail

An answering system allowing calls to forward to an automated message center for call message recording and playback.

Text Messaging

Users shall have the ability to send and receive text messages using telephones.

Caller ID:

Display of originating caller telephone number.

BALANCE OF PRODUCT LINE

Vendor may offer additional services under Table 8 Balance of Product Line. Include complete descriptions. Possible features include GPS capability, video messaging, video telephony, bill analysis tools, in building coverage repeaters and other related cellular services.

CURRENT DEVICES IN USE

The following listing is intended for bidding purposes only and shall not imply a minimum or maximum to any awarded Vendor.

Service Type	Totals
Aircards	823
SmartPhones	686
Voice/Text Phones	1415
Direct Connect/Push to Talk	137
Total Devices	3061

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 general and detailed specifications included herewith.

See attached Offer Section

PAYMENT: Please select payment method (you may choose both)

Payments shall be made via ACH. _____ (Yes/No)

OR

Payments shall be made via Procurement Card
(Visa Credit Card). At no additional charge to the state _____ (Yes/No)

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

Contact Person Telephone Number Toll Free Telephone Number

Fax Number E-mail Address Company Website

Vendor Company Name DUNS #

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 5/8/15)

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.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____			
On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>)			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>)			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council			
By: _____		On: _____	

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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 addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.