

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY MAINTENANCE
PROPOSAL BID FOR ELECTRICAL SERVICES AT ALL
BUREAU OF HIGHWAY MAINTENANCE FACILITIES, BY DISTRICT

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

Bid Opening Date and Time: **01/29/2015 @ 11:30 AM**

[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 PROPOSAL BID FOR ELECTRICAL SERVICES AT ALL BUREAU OF HIGHWAY MAINTENANCE FACILITIES, BY DISTRICT** 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 _____, 20____, 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)

**PROPOSAL BID FOR ELECTRICAL SERVICES AT ALL
BUREAU OF HIGHWAY MAINTENANCE FACILITIES, BY DISTRICT**

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.}) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

Vendor may bid on any one or more; or on all of the Districts.

SPECIFICATIONS:

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

VENDOR RESPONSIBILITY:

The successful Vendor(s) shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract(s).

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of State and will not be returned to the Vendor. Regardless of the Vendors selected, 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.

Complete bids, for each District bid on, shall be filled out on original bid format. Vendors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

LIABILITY:

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

CERTIFICATE OF INSURANCE:

Vendors awarded a contract(s) 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 \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

CONTRACT(S) TERMS AND CONDITIONS:

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

The form contract(s) P-37 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 form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

The term of the contract shall be from the date of award through June 30, 2018, a period of approximately 3 years to a maximum of 5 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Highway Maintenance, with the approval of the Commissioner of the Department of Transportation.

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 the effective date of all resulting contracts or purchase orders, 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(s) 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. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be 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://das.nh.gov/purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), 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 Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.
- Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions. The contractor certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

INVOICING:

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

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted in writing to Douglas R. King, PE, NH Department of Transportation, Highway Maintenance District 2, 8 Eastman Hill Road, Enfield, NH 03748; 603 448-2654, Fax Number 603 448-2059. All requests shall be submitted no later than five business days prior to the bid opening date.

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

ADDENDUM:

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 their web site any Addenda. Before your submission, check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is www.admin.state.nh.us/purchasing/bids.

BID DUE DATE:

All bid submissions shall be received at the Highway Maintenance District 2 Office, 8 Eastman Hill Road, Enfield, NH 03748, no later than the date and time shown on 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 NHDOT, Highway Maintenance District 2 may be grounds for disqualification.

VENDOR'S RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section for each District you wish to offer a bid (the unit price is the price for the unit of purchase required by this bid invitation {i.e. each, case, box, etc.}) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on Purchasing's website at: <http://admin.state.nh.us/purchasing/index2.asp>

It is a prospective Vendor's responsibility to access Purchasing's 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 are 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 NHDOT Highway Maintenance District 2 with the bid response.

INSTRUCTIONS TO VENDOR(S):

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section for each District in which a bid is to be made
- Complete all other required information on your "Offer"
- Complete the "Vendor(s) Contact Information" section

- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page.
-

IF AWARDED A CONTRACT, The Vendor must complete the following sections of the attached agreement State of New Hampshire Form #P-37;

- Section 1.3 Contractor(s) Name
- Section 1.4 Contractor(s) Address
- Section 1.11 Contractor(s) Signature
- Section 1.12 Name & Title of Contractor(s) 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 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.
- Provide a Corporate Resolution or Certificate of Authority. This document provides evidence that the person signing the Contract has the corporate authority to sign such agreements.

BID PRICES:

Bid prices must be "all inclusive" and in US dollars and must include labor, transportation, equipment, disposal fees, overhead, profit ancillary equipment and all other cost. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

BID SUBMISSION:

This bid may have been delivered to you in a facsimile or web based format. Vendor shall return their signed complete hard copy or complete fax copy offers to the NHDOT Highway Maintenance District 2 before the date and time above in "Bid Submission".

AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per section. The State reserves the right to reject any or all bids or any part thereof.

Any resulting contract(s) shall become effective on the date approved by the Commissioner of Department of Transportation for the State of New Hampshire.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening; only the names of the vendors submitting responses will be made public. 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 Purchasing's website at

http://www.admin.state.nh.us/purchasing/bids_posteddte.asp

OBLIGATIONS and LIABILITY OF THE VENDOR:

The Vendor shall do 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).

The Vendor shall take all responsibility for the work under this contract(s); 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 will perform all services according to the requirements and specifications of this bid.

ESTIMATED CONTRACT VALUE:

The annual gross value STATE WIDE (TOTAL OF ALL AWARDS) is estimated to be \$120,000.00. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any political sub-division or authorized non-profit organization figures.

SPECIFICATION COMPLIANCE:

Bidder's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

AUDITS AND ACCOUNTING:

The CONTRACTOR 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.

(Hereinafter referred to as the CONTRACTOR) submits the bid in a sealed envelope marked "Bid for Electrical Services NHDOT Bureau of Highway Maintenance" as spelled out in paragraph 6 below to the State of New Hampshire, Department of Transportation, Bureau of Highway Maintenance (hereinafter referred to as the DEPARTMENT) to furnish services under the Terms of Agreement spelled out below for electrical services.

INTRODUCTION: The DEPARTMENT seeks to engage a contractor(s) for the purpose of providing electrical maintenance, repairs, alterations, and new installations at its maintenance facilities in each Maintenance District. See the attached list for each District and the corresponding location map(s). Contractors may visit the locations before submitting bids by calling the appropriate District.

TERMS OF AGREEMENT: The CONTRACTOR agrees to the following:

1. Perform maintenance and emergency repairs to the electrical systems at each of the maintenance facilities within a District, on a 24-hour, 7-day per week basis, as directed by the DEPARTMENT. Upon notification of a deficiency, the CONTRACTOR will respond to the affected site within twelve (12) hours and complete the repairs within forty-eight (48) hours of notification. If it is expected that the repairs will exceed \$1,000.00, the DEPARTMENT must approve the CONTRACTOR'S repair estimate before the CONTRACTOR begins work.
2. The CONTRACTOR shall meet with the designated Bureau of Highway Maintenance District contact or designee for repairs, alterations and new installations to the electrical systems for the appropriate District, as directed by the DEPARTMENT. If it is expected that the repairs will exceed \$1,000.00, the DEPARTMENT must approve the CONTRACTOR'S repair estimate before the CONTRACTOR begins work.
3. All work specified in No. 1 and 2 above shall be invoiced at a fixed hourly rate (portal to portal), regardless of time of day or holiday period. The fixed rate shall be inclusive of labor, overhead, and travel costs. Parts shall be invoiced at fifteen (15) percent over the direct cost paid by the Contractor.

If the purchaser procures materials by any method, which is not a direct purchase from and a direct billing by the actual supplier, the cost of such materials will be deemed to be the price paid to the actual supplier as determined by the DEPARTMENT. No markup except for actual costs incurred in the handling of such materials will be permitted.

If the materials are obtained from a supply or source owned wholly or in part by the purchaser, payment will not exceed the price paid by the purchaser for similar materials furnished from said source or the current wholesale price for such materials delivered to the job site, which ever is lower.

If, in the opinion of the DEPARTMENT, the cost of such materials is excessive, than the cost of such material will be deemed to be the lowest current wholesale price at which such materials are available in the quantities concerned delivered to the job site. If the Contractor does not furnish satisfactory evidence of the cost of such materials from the actual supplier, the cost will then be determined in accordance with this paragraph.

The CONTRACTOR shall submit invoices for work performed to the address of the appropriate District on the attached list. Should the CONTRACTOR be unable to complete the repair within the 48 hour time period, the CONTRACTOR must request an extension of time, in writing, to the appropriate District Engineer. Examples of valid reasons are:

- a. Part(s) unavailable with explanation why.
- b. Repair is ongoing and requires additional time to complete.
- c. Parts and Labor exceed \$1,000.00 cumulative and appropriate DEPARTMENT personnel were unavailable to authorize.

Written notification must include all pertinent information regarding the delayed repair which include:

- a. Specified time period until repair can be completed.
 - b. Devices affected and how it affects system.
 - c. Reasons for delay of repair.
 - d. And any other information to justify the request for non-compliance of the 48-hour provision.
5. The CONTRACTOR is responsible for compliance with the Federal Construction Safety Standards that apply to all employers subject to the regulations promulgated by OSHA.
6. In accordance with the advertisement of the DEPARTMENT'S inviting proposals for the project herein before named, and in conformity with the specifications on file in the offices of the DEPARTMENT. I/We hereby certify that I Am / We Are the only person or persons, interested in this proposal as principals; that it is made without collusion with any person, firm, or corporation; that an examination has been made of the specifications and of the site of the work; and propose to furnish all necessary machinery, equipment, tools, and labor; and to furnish all materials specified in the manner and at the time prescribed at the following prices.

COMPENSATION:

See attached "Proposed Offer" Section for each District. Fill out completely each District in which you wish to bid.

7. The preceding service and contract agreement shall begin subsequent to approval of Governor and Council, ends on June 30, 2018, and is subject to Governor and Council approval.

PROPOSED OFFER:

DISTRICT ONE:

FY 2015 (from G&C Approval to June 30, 2015)

- a. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or
Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2016 (July 1, 2015 to June 30, 2016)

- b. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or
Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2017 (July 1, 2016 to June 30, 2017)

- c. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or
Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2018 (July 1, 2017 to June 30, 2018)

- d. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or
Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

PROPOSED OFFER:

DISTRICT TWO:

FY 2015 (from G&C Approval to June 30, 2015)

- a. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2016 (July 1, 2015 to June 30, 2016)

- b. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2017 (July 1, 2016 to June 30, 2017)

- c. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2018 (July 1, 2017 to June 30, 2018)

- d. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

PROPOSED OFFER:

DISTRICT THREE:

FY 2015 (from G&C Approval to June 30, 2015)

- a. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2016 (July 1, 2015 to June 30, 2016)

- b. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2017 (July 1, 2016 to June 30, 2017)

- c. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2018 (July 1, 2017 to June 30, 2018)

- d. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

PROPOSED OFFER:

DISTRICT FOUR:

FY 2015 (from G&C Approval to June 30, 2015)

- a. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2016 (July 1, 2015 to June 30, 2016)

- b. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2017 (July 1, 2016 to June 30, 2017)

- c. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2018 (July 1, 2017 to June 30, 2018)

- d. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

PROPOSED OFFER:

DISTRICT FIVE:

FY 2015 (from G&C Approval to June 30, 2015)

- a. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2016 (July 1, 2015 to June 30, 2016)

- b. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2017 (July 1, 2016 to June 30, 2017)

- c. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2018 (July 1, 2017 to June 30, 2018)

- d. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

PROPOSED OFFER:

DISTRICT SIX:

FY 2015 (from G&C Approval to June 30, 2015)

- a. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2016 (July 1, 2015 to June 30, 2016)

- b. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2017 (July 1, 2016 to June 30, 2017)

- c. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

FY 2018 (July 1, 2017 to June 30, 2018)

- d. The CONTRACTOR agrees to provide priority response electrical service inclusive of labor, overhead and travel costs at a fixed hourly rate (portal to portal) regardless of time of day or Holiday period (words and numerals) of: _____per hour (\$_____per hour).

Payments shall be made at the completion of the DEPARTMENT'S approved work and after the CONTRACTOR'S submission of invoices, in triplicate, to the DEPARTMENT, indicating the work has been completed.

Subject: _____

1.0 AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone #	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contract(s)ing Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor 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	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall 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 Vendor 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(S) PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract(s) 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(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subvendor 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 Contract(s)ing 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 Contract(s)ing 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 Vendor 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 Vendor 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 Vendor notice of termination;

8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor 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 Vendor shall deliver to the Contract(s)ing 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(s) 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. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S). The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor 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 Vendor. 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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing 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 fifteen (15) 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 endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Vendor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, 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 Vendor.

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.

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.