Department of Business and Economic Affairs
Consulting Service for the Development of a Strategic Plan to Improve Electric Vehicle Infrastructure
Request for Proposals

Issue Date: December 14, 2018

Title: Statewide Strategic Plan to Improve Electric Vehicle Infrastructure Contractor Services

Issuing Agency: State of New Hampshire
Department of Business and Economic Affairs
Division of Economic Development
One Eagle Square, Suite 100
Concord NH 03301

Period of Contract: Pending and contingent upon the date of approval from Governor and Executive Council ending June 30, 2019.

Proposal Deadline: Monday, January 28, 2019*  
*Proposal must be received at BEA not later than 3:00 p.m.

All inquiries for information should be directed to:
Carol Miller, Administrator II, Division of Economic Development
Email: carol.miller@livefree.nh.gov
Subject line: RFP Reference: Contract Services for the Development of a Statewide Strategic Plan to Improve Electric Vehicle Infrastructure.

ALL PROPOSALS MUST BE LABELED: “PROPOSAL – Statewide Strategic Plan to Improve Electric Vehicle Infrastructure

If proposals are mailed, send directly to issuing agency shown above. It proposals are hand-delivered, deliver to Carol Miller at DBEA Office, One Eagle Square, Suite 100, Concord, NH 03301 by 3pm January 10, 2019. If proposals are e-mailed, please submit to carol.miller@livefree.nh.gov.
1. **Purpose and Background**

The State of New Hampshire, Department of Business and Economic Affairs (BEA), is soliciting proposals from qualified vendors to facilitate and produce an Electric Vehicle (EV) Infrastructure Plan for the State of New Hampshire.

BEA was established by an act of the New Hampshire State Legislature in July 2017. The Department is comprised of the Division of Economic Development and the Division of Travel and Tourism Development. Its authorizing legislation, RSA 1-O:24, requires the Department, with input and assistance from the Council of Partner Agencies established under RSA 12-O:7 and other public and private organizations with whom it chooses to work, to develop a strategic economic plan for New Hampshire. As a compliment to the plan, one of BEA’s priorities is to have a Strategic Plan for EV Infrastructure that supports its mission with developing strategies and plans to attract, expand, retain, and promote the adoption of new modes of transportation that impact local economies and climate change in a positive way.

2. **Definitions**

- “Selected Contractor” refers to the Offeror under this Request for Proposals (RFP) with which the Department of Business and Economic Affairs (BEA) negotiates a contract. The terms in this RFP referring to “Selected Contractor” represent contract terms that will be part of the final contract.

- “Offeror” refers to any individual, corporations, partnership or agency that responds in writing to this RFP.

- “State” refers to the State of New Hampshire.

- “BEA” refers to the Department of Business and Economic Affairs.

- “DED” refers to the Division of Economic Development.

- “Plan” refers to strategies and recommendations for New Hampshire.

- “Contact” is the resulting contract entered into between BEA and the successful Offeror.

- “EV” refers to electric vehicles.

- “Plug-in” refers to charging stations.

3. **Objectives/Scope of Work**

The selected contractor will provide research assistance and develop a strategic plan for the State of New Hampshire. The plan will provide analysis of the current and growing impact of the market for EVs related to personal cars and commercial vehicles. Research and recommendation will involve strategies developed by other states, current models of successful deployment planning, and
other specific strategies and partnerships that could be implemented to improve and accelerate the
plug-in infrastructure to support the current and future growth of the EV market.

The expectation is that this plan will research historical trends, such as how other states responded to
the EV sector over the last five years, as well as future market growth over the next five years. The
selected contractor will recommend strategies and tactics to sustain the plan beyond the initial five-year
period, including consideration of the investment needed to build a resilient and robust plug-in
infrastructure as a “value-added” resource for future transportation planning needs.

4. Project Budget

The budget for this contract is $25,000.

5. Project Deliverables

The successful bidder will complete and report on the following deliverables as part of the final plan:

Facilitate visioning, goal setting, and development of detailed strategies for NH: BEA will work with
the selected contractor on the visioning, goal setting, and strategies to be incorporated into the plan.
BEA is interested in consultant’s opinion and experiences in facilitating and incorporating public
comment during the draft process. Stakeholders made of various industries, demographics, and regions
of the state should be interviewed if necessary. The final report should contain an analysis of the
stakeholder data.

Research adoption rate trends and forecasts: Research the nationwide use of EV technology and
address the upcoming trends and forecasts for adoption for private vehicles, commercial vehicles and
public transportation. Further, delineate and opine on likely factors and differences between urban
and rural adoption. Assess what are other states are doing to grow the industry and which elements
might complement New Hampshire’s approach.

Address the impact of infrastructure investments in charging stations versus refueling combustion
engines: For the EV market, it is crucial to understand how infrastructure will affect drive behavior
when compared to the current landscape for gasoline refueling; specific interest in what infrastructure
is necessary to instill driver confidence in the availability and affordability of destination stations. The
selected contractor will address the considerations that policy makers should be made aware of when
considering new approaches to educate consumers, and create sustainable market demand.

Identify present EV charging infrastructure and describe the anticipated needs and challenges: The
selected contractor will report and address the issues associated with ownership of the charging
stations and whether the state can do more to maximize the availability of stations funded through
the assist of private investment. Describe the impacts and issues related to destination based
charging stations for residential markets at home and work, as well as the issues affecting tourism
travel, and the commercial use of EV charging infrastructure.

Develop an EV Strategic Plan for NH and a Communication strategy: Once all the data analysis,
outreach to stakeholders, and research is complete, the selected contractor will write an EV Strategic
Plan that provides recommendations with structured timelines and benchmarks for completion.
Following the completion of the strategic plan, BEA will require a communications strategy to promote
the plan to the public, stakeholders, and lawmakers. This includes traditional media, social media, as
well as identifying spokespeople for the plan.
6. General Requirements

6.1 Copies and Distribution of Proposal

In order to be considered for selection, Offeror must submit a complete written response to this RFP. One (1) original, (1) electronic version and four (4) copies of each proposal must be submitted to BEA. No other distribution of the written proposal shall be made by the Offeror. Offerors may be required to present to the selection committee, if requested.

6.2 Organization and Experience

6.2.1 Demonstrate the Offeror’s financial capability to provide the work described in Section 3: Objectives/Scope of Work.

6.2.2 Provide resumes/portfolios of individuals or subcontractors performing major duties and functions under the proposed contract; include role, responsibility, and qualifications.

6.2.3 Provide relevant examples of previous work.

6.2.4 Explain previous contracted services provided to State, if any.

6.3 Oral Presentation

6.3.1 Offerors who submit a written proposal in response to this RFP may be selected to make an oral presentation. BEA will schedule the time and location of these presentations.

6.4 Financial Standing

6.4.1 An Offeror, if requested, must be prepared to present evidence of financial standing necessary to satisfactorily meet the requirements set forth in the proposal.

6.5 Proposal Inquiries

6.5.1 All inquiries concerning this RFP, including but not limited to requests for clarification, shall be submitted by e-mail to:

Contact: carol.miller@livefree.nh.gov
Subject line: RFP Reference: Contract Services for the Development of a Statewide Strategic Plan to Improve Electric Vehicle Infrastructure.
Questions due by Friday January 25, 2019
6.6  Restriction on Contact with State Employees

6.6.1  From the date of release of this RFP until an award is made, all communications with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the point of contact set forth in Section 6.5.

7  Specific Requirements

7.1  Proposals should be as thorough and detailed as possible. Responses must be structured as outlined below. Offerors are required to submit the following items as a complete proposal.

7.2  Experience, Qualifications, and Strategic Exercise:

7.2.1  Complete “Contractor Data Sheet” (Attachment A).

7.2.2  A written one-page introductory statement including:
   - Experience in providing services as described in Section 4.
   - Expertise of participating personnel including, but not limited to, those identified in Attachment A and a description of training and development programs that ensure all personnel assigned to contract are capable and qualified.

7.2.3  A written one-page narrative detailing the implementation of the identified deliverables, with language speaking to how optimal and enduring results would be achieved.

7.3  Proposal Submissions

7.3.1  All information requested must be submitted. Failure to submit this information at time of bid will render the proposal non-compliant and will result in a disqualification.

7.3.2  Offeror shall provide a thorough description of its plans and approach for accomplishing the requirements of Section 4: Scope of Work.

7.3.3  Proposals should be as thorough and detailed as possible so that BEA may properly evaluate Offeror capabilities to provide the required services.

7.3.4  Each copy of the proposal must be in a single volume. Proposals must be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. The State is not responsible for the cost of proposals.

7.3.5  The original copy must remain at BEA, available for public inspection/disclosure, subsequent to awarding of the contract. Information considered confidential or proprietary may be marked as such by the submitting party. However, such determinations are not conclusive on BEA and BEA shall be subject to the provisions and requirements of RSA chapter 91-A (the New Hampshire right-to-know law) when determining what documents are subject to public inspection/disclosure pursuant to a right-to-know request.
7.4 Financial Terms - Complete “Rates and Fees Schedule” (Attachment B).

7.5 A written description of prior work, especially in the areas of development and implementation of programs and strategies aimed at: supporting and growing non-profit organizations and/or industry clusters; short- and long-term strategies for sector coordination; and sustainability plans for a sector cluster/consortium. (To ensure client confidentiality, please be sure to redact client names.)

7.6 A presentation of proposed strategy, methodologies, and execution (if requested).

8. Evaluation and Award Criteria

8.1 All proposals will be evaluated for responsiveness to the RFP by a Selection Committee made up of representatives of BEA and other stakeholders.

8.2 All written proposals will be evaluated and scored on a 50 point basis on the following criteria (Attachment C), which will be accorded the relative weight indicated in parentheses:
   - Experience and Qualifications of key staff and subcontractors (25 points)
   - Overall strategy and approach, methodology (15 points)
   - Prior work and past experience (10 points)
   - Grand Total (50 points)

8.3 Offeror(s) must meet a minimum threshold of 30 points to be considered for further evaluation. Offeror(s) deemed to be best qualified among the written proposals will be identified on the basis of evaluation factors stated in Section 7.2.

8.4 The Selected Contractor will be notified in writing. BEA and the Selected Contractor shall negotiate a contract containing the terms in the RFP/proposal. If BEA is unable to negotiate a satisfactory contract with the first Selected Contractor, BEA may undertake negotiations with the next recommended Offeror.

8.5 Award of this contract is subject to approval by the State of New Hampshire Governor and Executive Council. This process takes approximately four to six weeks after the execution of Contract. The contract approved by the Governor and Executive Council will be effective immediately upon approval.

8.6 Offerors are advised that pursuant to New Hampshire Law, all information regarding RFP proposals, except for the number of Offerors, is confidential until five (5) days before submission of a contract to the Governor and Executive Council. After award of the contract, all RFP proposals, presentations and other documents may be subject to public disclosure pursuant to RSA 91-A. Accordingly, Offerors are requested to clearly identify any materials that they believe to be proprietary or confidential prior to submission of their proposals and/or presentations.
8.7 Proposed Timetable

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>Request for Proposals Issued</td>
<td>Monday, December 14, 2018</td>
</tr>
<tr>
<td>Deadline for Questions</td>
<td>Friday, January 25, 2019</td>
</tr>
<tr>
<td>Responses to Questions</td>
<td>Monday, January 28, 2019</td>
</tr>
<tr>
<td><strong>Written Proposal Deadline</strong></td>
<td><strong>Monday, January 28, 2019</strong></td>
</tr>
<tr>
<td>Invitations to Present (if requested)</td>
<td>Monday, February 4, 2019</td>
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<tr>
<td>Award Announcement</td>
<td>Friday, February 15, 2019</td>
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<tr>
<td>Contractual &amp; Approval Process</td>
<td>February 2019</td>
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<tr>
<td>Contract Effective</td>
<td>Governor &amp; Council Approval</td>
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9. Conditions

*Any prospective contractor must be willing to adhere to the following conditions and must positively state so in the proposal.*

9.1 Ownership of Subsequent Products: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the State of New Hampshire unless stated otherwise in the contract.

9.2 Conformance with Statutes: Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of New Hampshire.

9.3 Amending or Canceling: The State reserves the right to amend this RFP, prior to the due date if it is in the best interest of the State, or to correct inaccuracies resulting from clerical errors.

9.4 The State reserves the right to cancel this RFP, decline to award a contract related to this RFP and/or to re-issue this RFP.

9.5 Rejection for Misrepresentation: The State reserves the right to reject the proposal of any vendor for misrepresentation.

9.6 Contract Format: The successful contractor will be required to sign or provide the following documentation:

- Service Contract Form – Form P-37 (Attachment D)
- Certificate of Authority. This document is required of the Contractor to certify by vote of the corporation’s board that the person who signs the contract has been authorized to do so. The Contractor is required to provide this document on corporate letterhead, signed by the Chairman of the Board or similarly authorized person.
- Certificate of Good Standing document is required for all contracts exceeding thirty (30) days. They are issued by the New Hampshire Secretary of State’s office certifying that the corporation, partnership, or trade name has been registered to do business in New Hampshire. Certificates of Existence shall be current and are renewable annually by April 1st.
- Comprehensive general liability insurance against all claims of bodily injury, death, or property damage in amounts not less than $1,000,000 per
occurrence and $2,000,000 aggregate, and special cause of loss coverage form covering all property in BEA in an amount not less than 80% of the whole replacement value of the property (Section 14 Insurance of the State Agreement Form P37).

9.7 Speaking on behalf of the State of New Hampshire/BEA: Contractor is not authorized to represent the State’s position to the public or media and must be authorized to provide information by BEA.

9.8 The Contractor may “subcontract” services. Proposals that include subcontracting services must include information identifying the subcontractor(s) and demonstrate the subcontractor(s)’ qualifications to perform the services, and a letter from the proposed subcontractor(s) stating their intent to subcontract on this project. The prime contractor will be responsible for all services provided by, and obligations of its subcontractor(s). All communications, departmental direction, invoices and payments will be processed through the prime contractor. All data generated as a result of this contract is the exclusive property of BEA.

9.9 Contractor is to provide BEA with 90 days written notice of any proposed changes to sub-contractor.

9.10 The resulting Contract may be modified only by written amendment, which has been executed and approved by the appropriate parties from the State and Contractor.

9.11 The State may terminate the Contract without cause by giving the Contractor sixty (60) days written notice before the effective termination date.

9.12 If for any reason, the Contractor fails to make a delivery date, the Contractor shall be assessed Liquidated Damages of $1,000.00 per week, or portion thereof, until the production, revision or delivery date is met. If the Contractor foresees an event beyond its reasonable and normal control and properly notifies BEA of such event – in writing- BEA may allow the Contractor to exceed a production, revision or delivery date with no Liquidated Damages assessed.
CONTRACTOR DATA SHEET
(To be completed by Offeror)

1. Years in business: Indicate the length of time you have been in business providing this type of service:

   ____________ years    ___________ months

2. References: Indicate below at least three (3) accounts for whom you have provided consultancy services, of which at least two will be related to consortium management/sector organization. Include the date services were furnished, and contacts.

<table>
<thead>
<tr>
<th>Client</th>
<th>City / State</th>
<th>Dates of Service</th>
<th>Contact Name / Phone / E-mail</th>
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<tbody>
<tr>
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</table>

3. Are you a subsidiary firm?_____yes______no

   If yes, list the location of your parent affiliation:

   Address: ________________________________

   City:_________________________ State ____________

4. List total number of employees:

   _______ Full-time   _______ Part-time/other
Authorized Signature(s)
This form must be completed and signed by an officer of the company

Name of Firm: ____________________________________________

Contact: ________________________________________________

Address: ________________________________________________

City: __________________________ State: ________ Zip: __________

Phone: _________________________________________________

Fax: ____________________________________________________

Email: __________________________________________________

Date of incorporation: ________________________________

If not a corporation, state the type of business organization, names and addresses of the owners, address and phone of the principle place of business, date business began, and state in which organized.

I certify the accuracy of this information.

Signature: ________________________________________________

Name and title (print or type): ________________________________

Date: ____________________________________________________
## ATTACHMENT B
### Rates & Fees Schedule

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Agency Fee</td>
<td></td>
</tr>
<tr>
<td>2. Out-of-Pocket Expenses</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>
## Proposal Score Sheet

FOR BEA USE ONLY:

<table>
<thead>
<tr>
<th>COMPANY</th>
<th></th>
</tr>
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<tbody>
<tr>
<td>REVIEWER</td>
<td></td>
</tr>
<tr>
<td>DATE</td>
<td></td>
</tr>
<tr>
<td>TOTAL SCORE (Maximum 50)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
<th>Score</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience and Qualifications of key staff and subcontractors</td>
<td>25</td>
<td></td>
<td>Personnel/subcontractor experience; ability to absorb project into current workflow; ability to work with BEA and its partners; knowledge of state, regional, and ev market trends.</td>
</tr>
<tr>
<td>Overall strategy, approach, and methodology</td>
<td>15</td>
<td></td>
<td>Proposal reflects the ability to collaborate with multiple agency partners and NH businesses to implement stated goals and objectives, and strategies, to produce plan.</td>
</tr>
<tr>
<td>Prior work and past experience</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Points 50
**Attachment D**

**Page 1 of 4**

**FORM NUMBER F-37 (version 6/8/15)**

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 in 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

<table>
<thead>
<tr>
<th>Block</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>State Agency Name</td>
</tr>
<tr>
<td>1.2</td>
<td>State Agency Address</td>
</tr>
<tr>
<td>1.3</td>
<td>Contractor Name</td>
</tr>
<tr>
<td>1.4</td>
<td>Contractor Address</td>
</tr>
<tr>
<td>1.5</td>
<td>Contractor Phone Number</td>
</tr>
<tr>
<td>1.6</td>
<td>Account Number</td>
</tr>
<tr>
<td>1.7</td>
<td>Completion Date</td>
</tr>
<tr>
<td>1.8</td>
<td>Price Limitation</td>
</tr>
<tr>
<td>1.9</td>
<td>Contracting Officer for State Agency</td>
</tr>
<tr>
<td>1.10</td>
<td>State Agency Telephone Number</td>
</tr>
<tr>
<td>1.11</td>
<td>Contractor Signature</td>
</tr>
<tr>
<td>1.12</td>
<td>Name and Title of Contractor Signatory</td>
</tr>
<tr>
<td>1.13</td>
<td>Acknowledgement: State of ___, County of ___ On ___ before me, the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person who signed as signed in block 1.11, and acknowledged that she executed this document in the capacity indicated in block 1.12. Signature of Notary Public or Justice of the Peace [Seal] [Name and Title of Notary or Justice of the Peace]</td>
</tr>
<tr>
<td>1.14</td>
<td>State Agency Signature</td>
</tr>
<tr>
<td>1.15</td>
<td>Name and Title of State Agency Signatory</td>
</tr>
<tr>
<td>1.16</td>
<td>Approval by the N.H. Department of Administration, Division of Personal (if applicable) By: Director On:</td>
</tr>
<tr>
<td>1.17</td>
<td>Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: On:</td>
</tr>
<tr>
<td>1.18</td>
<td>Approval by the Governor and Executive Council (if applicable) By: On:</td>
</tr>
</tbody>
</table>
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 approves 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 cost and 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 in 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 remuneration 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 offer from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 86:7 through RSA 86:10-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 all 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, national origin, or any other characteristic protected by law.

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 any other regulations and guidelines as the State of New Hampshire or the United States issues 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 laws, 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 the Services.
Attachment D

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 an Event of Default, the State may take any one, 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 be paid 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 aside 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, formulas, 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. This report shall contain 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 remuneration 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 general liability insurance against all claims of bodily injury, death or property damage in amount of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special causes of loss coverage for 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 policy described in subparagraph 14.1 herein shall be on an occurrence form and endorse 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.

Contractor Initials ____________
Date ____________
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. The Contractor shall also furnish to the Contracting Officer identified in block 1, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement at least 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, 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 to the Contracting Officer identified in block 1, or his or her successor, proof of Workers’ Compensation in the manner described in N.H. RSA chapter 281-A and any applicable regulation(s) thereto 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 any 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 hereof 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 14, 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 constructions 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.