

STATE OF NEW HAMPSHIRE REQUEST FOR PROPOSAL (RFP)

Date: _____

Company _____

Name: _____

Address: _____

To: Point of Contact: **Jeanette Patten/Lt. Matthew Shapiro**
Telephone: (603)-223-3863
Email: Jeanette.patten@dos.nh.gov

RE: RFP - Name: State Police Helicopter Systems Upgrade
RFP Number: RFP DOS 2016-08
Proposal Opening Date and Time: October 15, 2015, 1:30 p.m.

Dear: Lt. Shapiro/Jeanette:

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting proposal (collectively referred to as "Vendor") hereby submits an offer as contained in the written proposal submitted herewith ("Proposal") to the State of New Hampshire in response to RFP # DOS 2016-08 for State Police Helicopter Systems Upgrade Contract at the price(s) quoted herein in complete accordance with the RFP.

Vendor attests to the fact that:

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

Authorized Signor's Signature _____

Authorized Signor's Title _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ **STATE:** _____ **ZIP:** _____

On the ____ day of _____, 2015, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

(Notary Public/Justice of the Peace)

My commission expires: _____ **(Date)**

Form P37-A

**REQUEST FOR PROPOSAL FOR A CONTRACT TO
PROVIDE STATE POLICE HELICOPTER SYSTEMS UPGRADE**

PURPOSE:

This is a request for proposal to establish a contract for the State of New Hampshire-Department of Safety-Division of State Police for the provision of providing upgrades to the helicopter Thermal Infrared Imaging System, Tactical Flight Display System, Searchlight System, Airborne Mapping System, Airborne Downlinking System, and certain Avionics and Communications Systems.

SPECIFICATIONS:

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

VENDOR RESPONSIBILITY:

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

TERMS OF SUBMISSION:

All material received in response to this RFP 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 RFP response. The content of each Vendor's proposal shall become public information once a contract(s) has been awarded.

Complete proposals shall be filled out on original RFP format. Vendors may submit additional paperwork with pricing, but all pricing shall be on RFP 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 proposal 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 and workers' compensation.

CONTRACT(S) TERMS AND CONDITIONS:

The vendor's signature on a proposal submitted in response to this RFP 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 RFP 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 will be begin upon Governor and Council approval and shall expire June 30, 2016.

Any proposed contract recommended by the Department of Safety, State Police, Support Services, for this stated service shall not be final or binding upon the State or its agencies until it is approved by the Governor and Executive Council pursuant to RSA 4:15.

PUBLIC DISCLOSURE OF PROPOSAL SUBMISSIONS:

Generally, all RFPs 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 proposal 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 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 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.

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 RFP. Failure to comply shall be grounds for disqualification of proposal 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://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A RFP 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.

CERTIFICATE OF INSURANCE:

Prior to performing any services for the State, vendors awarded a contract shall be required to:

- Submit proof of comprehensive general liability insurance. 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 occurrence or \$1,000,000.00 per occurrence with \$1,000,000.00 umbrella.

- Certify compliance with, or exemption from, the requirements of NH RSA 281-A, Workers' Compensation.
- The vendor shall, at its sole expense, obtain said insurance and maintain in force, and shall require any sub-contractor or assigned to obtain a clause prohibiting cancellations or modifications of the policy earlier than 15 day after written notice thereof has been received by the State.

INVOICING:

Contractor to invoice the State upon completion of work, inspection and approval of the State. The State agrees to pay such invoices within 30 days after receipt of the invoice, approval and acceptance by the State.

RFP INQUIRIES ONLY (not RFP submission):

All questions regarding this RFP, including clarifications and proposed specification changes shall be submitted to Jeanette Patten, Purchasing Assistant, Division of State Police, Support Services, at Jeanette.patten@dos.nh.gov, or fax: 603-271-2527. All requests shall be submitted by the date specified in "Estimated Timetable/Schedule of Events".

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

RFP DUE DATE:

All RFP submissions shall be received at the Department of Safety, Division of State Police, Support Services, no later than the date and time shown on transmittal letter of this RFP. 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 RFP due date. A vendor's disclosure or distribution of RFPs other than to DOS, State Police, Support Services may be grounds for disqualification.

VENDOR'S RESPONSIBILITY:

Read the entire RFP 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 RFP invitation (i.e. each, case, box, etc.) and all other required information on your offer. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this RFP invitation, then sign the RFP in the space provided on that page.

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

It is a prospective Vendor's responsibility to access our website to determine any RFP 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 Bureau of Purchase and Property with the RFP response.

INSTRUCTIONS TO VENDOR(S):

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

- Complete the pricing information in the "Offer" section
- Complete all other required information on your offer
- Complete the "Vendor(s) Contact Information" section

- Complete the company information on the “General Conditions and Instructions” page, and sign the proposal 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 Acknowledgements
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.

Microsoft Word Version

This RFP may be requested in a Microsoft Word format by contacting Jeanette Patten in writing at Jeanette.patten@dos.nh.gov.

RFP SUBMISSION:

Submission of RFP in its entirety should be sent via mail or email (Jeanette.patten@dos.nh.gov) or via fax 603-271-2527:

Jeanette Patten
NH State Police, Support Services
33 Hazen Drive
Concord NH 03305

RFP responses shall be marked as (if mailed):

State of New Hampshire – HELICOPTER SYSTEMS UPGRADE
Due Date: October 15, 2015 @ 1:30 PM

Estimated Timetable / Schedule of Events

Action	Date
RFP Released	10/1/15
Deadline for Vendor Questions	10/8/15
Proposal Submission Deadline	10/15/15

AWARD CRITERIA:

Each proposal submitted will be evaluated according to the criteria described in “Award” below.

- | | |
|--------------------|-----|
| 1. Accreditation | 10% |
| 2. Incurred Costs | 30% |
| 3. Turnaround Time | 10% |
| 4. Pricing | 50% |

Formal and final selection of the Vendor, however, is contingent upon the successful negotiation and proper execution of all contract documents (acceptable to the State) and approval of the Governor and Executive Council. If the State is unable to reach agreement with the Vendor, the State may, at its sole discretion and at any time and without liability to the Vendor, immediately terminate such contract discussion with the Vendor and undertake discussion with the Vendor submitting the next lowest cost for leasing services meeting the RFP requirements, and so on. The State may, at its sole discretion, immediately terminate any and all contract discussions with any and all Vendors at any time.

The State may cancel the RFP and/or reject any or all proposal(s) at any time prior to the final execution of a contract.

AWARD:

It is the intent of The State of New Hampshire to award one (1) contract.

Award shall be made based upon the evaluation criteria listed above.

Any resulting contract shall become effective on the date approved by Governor and Council

NOTIFICATION AND AWARD OF CONTRACT(S):

RFP results will not be given by telephone. For Vendors wishing to attend the RFP opening: only the names of the vendors submitting responses will be made public. Specific response information will not be given out. RFP results will be made public after final approval of the contract.

RFP results may also be viewed on our website at <http://www.state.nh.us/purchasing/RFP.asp>.

Minimum Qualifications

Each proposal shall be evaluated initially to determine compliance with the State of New Hampshire’s award criteria. Any RFP that fails to meet one (1) or more of the following minimum qualifications may be eliminated from further consideration for this contract. Any RFP that meets all of the minimum qualifications shall be further evaluated in accordance with the State’s selection criteria and other relevant factors as described in the “Award” section above.

- Vendor shall have no conflict of interest with regard to any other work performed by the firm or by the State of New Hampshire. Please confirm.
- Vendor must have a minimum of ten (10) years’ experience providing helicopter systems upgrades (federal, state and/or local government).
- Vendor must adhere to the instructions in this RFP on preparing and submitting a proposal. Failure to provide complete responses to all the questions and information requests set forth in this RFP is grounds for rejection of your response.
- Vendor must complete the attached transmittal letter, accepting the requirements outlined in the “Scope of Work” of this RFP.
- Reference Verification: Vendor must provide 3 business references to which they have supplied related services. All vendors must utilize the form provided in Attachment 2; each reference form must be completed by the reference on the Vendor’s behalf. The State reserves the right to contact any reference, if deemed necessary.

SCOPE OF SERVICES

1. PROJECT OVERVIEW

Project Description

This project will upgrade the helicopter Thermal Infrared Imaging System, Tactical Flight Display System, Searchlight System, Airborne Mapping System, Airborne Downlinking System, and certain Avionics and Communications Systems.

Goal and Objectives

*The project comes in on time, on budget, and all upgraded systems function to manufacturer's specifications and are FAA compliant. The project shall be completed no later than **June 30, 2016**.*

Background

The NH State Police Bell 407 helicopter has been used in support of public safety operations in New Hampshire since 2002. It responds to requests for service from federal, state, county, and local law enforcement or public safety agencies. Applications include: searching for missing and wanted subjects, aerial photography, aerial surveillance, crime deterrence, and executive security. Some of the critical systems included in this project have never existed on the aircraft. Others are original and degraded to the point that they are at or near end of life.

Stakeholder Organizations

As previously stated there are several stakeholders for this project including: the public and federal, state, county, and local law enforcement agencies. Another stakeholder is the Department of Safety personnel who fly missions. The helicopter will become a safer observation platform in all of the variety of terrain and lighting conditions that it is expected to fly in, including during volatile circumstances when stand-off distances will be increased greatly. Lastly, other air traffic can also be considered a stakeholder since the upgraded avionics will include an FAA mandated air traffic alert and locator system.

RETURNED GOODS:

The successful vendor must resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful vendor within five business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Thermal Infrared Imaging System	QTY*	LABOR**	UNIT PRICE
FLIR Star Safire 380-HDc or equivalent Stabilized High Definition Ball-Down Thermal Infrared Compact Imaging System, which includes the following components: (TFU) Stabilized Turret FLIR Unit <ul style="list-style-type: none"> • (MWIR) Thermal Infrared Imager 1280 FPA • (HDEO) High-Def 1080p with 40x Zoom • (ESLRF) Eye-Safe Laser Rangefinder • (LP) Laser Pointer, Near-IR (150mW) • (IMU) Geo-Point Package w/IMU • (AT) Automatic Video Tracker • Operator Manual • 15 Month / 1000 Hour Warranty, Parts and Labor • Color: Black • Video Format: NTSC 	1		
(UHCU) Universal Hand Control Unit	1		

Thermal Infrared Imaging System Accessories	QTY*	LABOR**	UNIT PRICE
(CALI) Laser Illuminator, 2W	1		
(LIU) Laser Interlock Unit	1		
GPS Antenna – Black	1		
GPS Cable Assembly – 125” terminated both ends	1		
GPS Cable Assembly – 185” terminated one end	1		
Standard 15 foot Cable Installation Kit – Flex Backshells, Term TFU End	1		
(QD) 8” Quick Disconnect Mount Set – Extended Screws	1		
Nitrogen Purge / Fill System Support Kit	1		
Replacement Desiccator Cartridge	6		
Training			
Onsite Operator Training – Two Days	1		
Miscellaneous			
Meeker Bell 407 Nose Mount with Light Kit	1		
Nitrogen Compressed 2.2 size 300CGA580	1		

Tactical Flight Displays	QTY*	LABOR**	UNIT PRICE
Front Display Macro-Blue Tactical Flight Display, MB-SERIES, (MB10W) 10.6" Wide Screen with NVIS, Dual-Mode (NVIS/DAY)	1		

Installation Kit Included			
Rear Display Macro-Blue Tactical Flight Display, MB-SERIES (MB12W), 12.1" Wide Screen with NVIS, Dual-Mode (NVIS/DAY) Installation Kit Included	1		

Searchlight	QTY*	LABOR**	UNIT PRICE
Trakkabeam A800 Searchlight / Gimbal Assembly with Lanyard Provision includes standard packaging for shipment (right side cable connections) Gimbal color-Black with below Trakkabeam accessories:	1		
<i>Spectral Filters for A800 Filter Wheel</i>			
IR, 820 nm Filter Lens Assembly	1		
Visible Red Filter Lens Assembly	1		
Amber Filter Lens Assembly	1		
<i>Power Supply</i>			
Power Conditioning and Interface Unit (PCIU) MKII, with front hook NAS622-CE2 and auto detect slaving.	1		
<i>Hand Controller</i>			
Grip Control, Back Light (NVG Compatible)	1		
<i>Cables</i>			
Trakka Cable Kit – Bell 407 (cable lengths TBD)	1		
<i>Mounting</i>			
PCIU Mounting Tray Assembly	1		
Grip Control Mounting Bracket	1		
Dovetail Mounting Plate, Type I, Upper	1		
<i>Pilot Control</i>			
Pilot/Co-Pilot Control; complete interface for Cyclic or Collective control hats to PCIU. (no joystick or laser option)	1		
<i>Protective Cases</i>			
Case, Pelican 1660 – S/L & Gimbal Ship & Store	1		
Case, Pelican 1620 – PCIU / Cables Ship & Store	1		
<i>Training</i>			
Operation, Installation, Maintenance Manuals	1		
Onsite Operator Training – One Day	1		

Airborne Mapping System	QTY*	LABOR**	UNIT PRICE
Aerocomputers Airborne Systems UC-6000 – Ultichart Moving Map System; which includes <ul style="list-style-type: none"> • 2TB Solid State Drive Storage (SSD) minimum • (3) Year Hardware Warranty • Free Software and Map Updates for the life of the system • Field Updateable • Camera – Operating with a FLIR Star Safire 380-HDc • AK-Selection Kit – AeroComputers Keyboard Options 	1		
	1		

• AK-4 Kit – AK-4 Keyboard Kit with Mating Connector	1		
• AK-4S Sliding Keyboard NVIS	1		
• Onsite Installation Support	1		
• Onsite Operator Training – One Day	1		

Airborne Video Downlink	QTY*	LABOR**	UNIT PRICE
BMS Incorporated (HC4-64-MH) Airborne High Power Transmitter Kit	1		
BMS Incorporated AES Encryption License Authorization Kit	1		
BMS Incorporated (BMA-6-O-DM) 6" Omni Directional antenna	1		
BMS Incorporated (D407-836-017) Crosstube Antenna Mount, 407 Aft (P162-407A)	1		
BMS Incorporated (DLC50-N) Downlink Control Panel with NVIS-B compatibility.	1		
BMS Incorporated Cable Harness, Heli-Coder 4 System with Fixed Antenna Installation	1		
BMS Incorporated GA-36; GPS antenna	1		
BMS Incorporated License Assistance, Full State, for Government, Law Enforcement & Public Safety within the 6.5 GHz Frequency Range.	1		
BMS Incorporated CV4-6 Pro Kit: Carry-Viewer™ 4. Includes hard-side carry case, pair Omni-directional antennas, AC/DC power supply/charger, DC vehicle power cord, video cable, earphones, micro SD card, user guide.	3		
Onsite Operator Training – One Day	1		

Aircrew Helmet System	QTY*	LABOR**	UNIT PRICE
Gentex Corporation - HGU-56/P Improved Rotary Wing Aircrew Helmet System with Dual ANVIS Visor <i>with the following component configuration:</i> Electret Microphone, Flex Boom 10" Cord ANR Kit 300 Ohm w/Auto Shut-Off Bat Pk ANR Cord TP120 Helo Coiled Sm Side HGU-56 ANVIS mount kit for Quick disconnect NVG Low Profile Battery Pack Helmet Mount Color: Olive Size: TBD	8		
Miscellaneous			
Military Style Olive Helmet Bag	8		

Avionics	QTY*	LABOR**	UNIT PRICE
Technisonic TDFM-9000NV with 3TDMA RF Modules with Install Kit & Antennas	1		
Garmin GTN-650 with NVG	1		
Garmin GTN Helicopter Terrain Awareness and Warning System	1		
Garmin G-500H with NVG, including Synthetic Vision and Radar Altimeter enablement	1		
Garmin GRA-5500 Radar Altimeter (GRA-55) and 2 antennas 5672002 (013-00378-00)	1		
Garmin GDL-88 DataLink Sensor ADS-B In and Out with CI-105 Antenna	1		
406 ELT (Emergency Locator Transmitters) system	1		
Stand-By Instruments 2" Electric	1		
Avionics and Instrument Panels	1		
Bendix/King KY-196A Com Transceiver	1		
Parrott Cell Phone Adaptor	1		

Miscellaneous	QTY*	LABOR**	UNIT PRICE
EMI Testing on Installed Equipment	1		
DER (Designated Engineering Representative) Inspection	1		
All components/displays must be NVG compatible			
Prices must include all necessary cables, harnesses, brackets, antennas and accessories to complete the installation and have full operation			

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Subject: _____

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 (<i>if applicable</i>) 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)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.

ATTACHMENT 1

COMPANY PROFILE

Company Information

Company Name:

Business Address:

Phone Number:

Fax Number:

Website Address:

Number of Employees:

Length of Time Business has
been in existence:

Contact Information for this Solicitation

Contact Name:

Phone Number:

Email Address:

Business Overview / Background

Additional Comments :

ATTACHMENT 2 - BUSINESS/CORPORATE REFERENCE

This form must be completed by the person giving the reference on the Respondent. For purposes of this form, the Respondent is the business entity that currently or has previously provided services to your organization, and is submitting a reply to a solicitation. Upon completion of this form, please return original to Respondent. **NOTE TO RESPONDENT: the Department reserves the right to contact the reference, if deemed necessary.**

This business reference is for (Respondent's Name):

Name of the person providing the reference:

Title of person providing the reference:

Organization name of person providing the reference:

Telephone number of the person providing the reference:

Please identify your or your organization's relationship with the Respondent (e.g., Subcontractor, customer, etc.) .

Is your organization currently under contract with the Respondent?

If not, when did they last provide services to your company?

How many years have you done business with the Respondent?

Please provide dates:

Was the Respondent selected on price, experience or other?

If a customer, please describe the service(s) that the Respondent has provided. _____

Did the Respondent act as a primary provider or as a subcontractor?

Have you experienced any contract performance problems with the Respondent's organization?

Were you pleased with their overall work and timeliness?

Would you conduct business with the Respondent's organization again?

Are there any additional comments you would like to make regarding the Respondent's organization?
