

STATE OF NEW HAMPSHIRE PROPOSAL TRANSMITTAL LETTER

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

To: Point of Contact: John DeVivo  
Telephone: 603-823-7722 Ext: 750  
Email: [john.devivo@dred.nh.gov](mailto:john.devivo@dred.nh.gov)

[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 **Cannon Mountain Maintenance Garage Fuel Tank Piping & Pump(s) Upgrade** at the price(s) quoted herein in complete accordance with the proposal.

This project proposal shall be due by 4:00pm – 30 June 2014

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 Proposal document.
3. The Proposal is effective for a period of 180 days from the Proposal 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 Proposal.
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 Proposal submission 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.

**REQUEST FOR PROPOSAL FOR CANNON MOUNTAIN MAINTENANCE GARAGE FUEL TANK PIPING & PUMP(S)  
FOR THE FRANCONIA NOTCH STATE PARK/CANNON MOUNTAIN  
STATE OF NEW HAMPSHIRE**

**INSTRUCTIONS TO VENDOR:**

Read the entire Proposal 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 Proposal invitation {i.e. each, case, box, hour etc.}) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this Proposal invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this Proposal invitation, then sign the Proposal in the space provided on that page.

**ELIGIBLE PARTICIPANTS:**

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

**SPECIFICATIONS:**

Complete specifications required are detailed in **SCOPE OF SERVICES** in this Proposal. In responding to the Proposal, 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 Proposal, and any resulting contract(s).

**TERMS OF SUBMISSION:**

All material received in response to this Proposal 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 Proposal 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 Proposal format. Vendors may submit additional paperwork with pricing, but all pricing shall be on Proposal 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 automobile liability and workers' compensation (see page 3 and 4 of the State's P-37 contract form).

**CONTRACT(S) TERMS AND CONDITIONS:**

The vendor's signature on a Proposal submitted in response to this Proposal 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 Proposal 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 final work acceptance by the State of New Hampshire.

### **PUBLIC DISCLOSURE OF PROPOSAL 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 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/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 proposal. 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 Proposal 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.

**INVOICING:**

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

**PROPOSAL INQUIRIES:**

All questions regarding this proposal, including clarifications and proposed specification changes shall be submitted to George Lemerise, Operations & Risk Manager, Franconia Notch State Park/Cannon Mt Ski Area, at [george.lemerise@dred.nh.gov](mailto:george.lemerise@dred.nh.gov), or telephone number: 603-823-7722 Ext: 703. All requests shall be submitted five business days prior to proposal opening date.

All technical inquiries regarding this proposal shall be submitted to Michael Dovholuk, Equipment Mechanic Foreman, Franconia Notch State Park/Cannon Mt Ski Area, at [michael.dovholuk@dred.nh.gov](mailto:michael.dovholuk@dred.nh.gov), or telephone number: 603-823-7722 Ext: 731

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

**PROPOSAL DUE DATE:**

All proposal submissions shall be received at Franconia Notch State Park/Cannon Mt Ski Area no later than the date and time shown on transmittal letter of this proposal. 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 proposal due date. A vendor's disclosure or distribution of proposals other than to Cannon Mountain may be grounds for disqualification.

**VENDOR(S) OPPORTUNITY:**

Vendor(s) may also make site visits to any location they chose to submit a proposal on if applicable. Vendor(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites knowledge of conditions affecting delivery performance. The act of submitting a proposal is to be considered in full acknowledgment that the Vendor(s) is familiar with the conditions and requirements of these specifications.

**VENDOR'S RESPONSIBILITY:**

Read the entire proposal 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 proposal invitation {i.e. each, case, box, hour etc.} and all other required information on your offer. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Provisions" page of this proposal invitation, then sign the proposal in the space provided on that page.

All State of New Hampshire proposal invitations and addenda to these proposal 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 bid/proposal 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 Proposal 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 proposal response.

**INSTRUCTIONS TO VENDOR(S):**

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

- Complete the pricing information in the “Offer” section
- Complete all other required information on your officer
- Complete the “Vendor(s) Contact Information” section
- Complete the company information on the “General Provisions” 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.

**PROPOSAL SUBMISSION:**

This proposal 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 before the date and time above in “Proposal Submission”.

Submission of Proposal in its entirety via mail, or email to:

George Lemerise, Operations & Risk Manager  
Cannon Mt Ski Area  
260 Tramway Drive  
Franconia NH, 03580  
Email: [george.lemerise@dred.nh.gov](mailto:george.lemerise@dred.nh.gov)  
Phone: 603-823-7722 Ext: 703

Michael Dovholuk, Equipment Mechanic Foreman  
Cannon Mt Ski Area  
2750 Profile Road  
Franconia NH, 03580  
Email: [michael.dovholuk@dred.nh.gov](mailto:michael.dovholuk@dred.nh.gov)  
Phone: 603-823-7722 Ext: 731

**AWARD:**

The award shall be made to the responsible Vendor(s) meeting the proposal criteria established in this RFP. The State reserves the right to reject any or all proposals or any part thereof.

Any resulting contract(s) shall become effective on the date approved by Franconia Notch State Park/Cannon Mountain representatives for the State of New Hampshire.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

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

Proposal results may also be viewed on the NH State Purchasing website at [http://www.admin.state.nh.us/purchasing/Proposals\\_posteddte.asp](http://www.admin.state.nh.us/purchasing/Proposals_posteddte.asp)

**INSTALLATION REQUIREMENTS:**

Successful Vendor shall be required to supply, deliver, uncrate, set into place, make all of the final connections, start-up and test all of the equipment awarded in accordance with Proposal Specifications.

**SITE VISITATION:**

Prior to a proposal submission, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. Call (Michael Dovholuk or Jason Fallman) at 603-823-7722 Ext 731 to make an appointment to view the site of the intended installation. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

### **SCOPE OF SERVICES:**

The purpose of this proposal is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work shall include **the following**, at Franconia Notch State Park/Cannon Mountain, Franconia, New Hampshire.

**All work** shall be completed in a reasonable time frame as mutually agreed upon with agency and vendor. The Vendor shall submit a proposed schedule to the state agency requesting services at each facility at least ten (10) days prior to each period.

Franconia Notch State Park, Cannon Mt Ski Area, The State of New Hampshire, Department of Resources and Economic Development, Division of Parks and Recreation, seeks upgrade of the Maintenance Garage Fuel Dispensing System Piping, Concrete Apron and Fuel Pumps to bring this fuel dispensing system into compliance with the NH DES and industry standards. The project must be completed by 1 November 2015.

### **Background**

The original underground fuel storage system was installed using materials and supplies accepted and available at the time of its installation. New Underground Storage Tank (UST) regulation has since been implemented, causing portions of the original installation to be out of compliance. Although the fuel tank itself is within compliance, the supply piping and other ancillary system parts are in need of upgrade in order to become compliant. Additionally, due to the age and functionality of the existing fuel pumps, it is reasonable that consideration for their replacement and upgrade be made while other major repairs are underway and operational deficiencies of other components such as venting and apron size have been identified as needed upgrade.

### **Scope of Services**

Franconia Notch State Park/Cannon Mt seeks a qualified contractor to provide all excavation to upgrade/replace the existing fuel dispensing system piping, leak detection & tank level monitoring systems, fuel pumps and concrete apron and provide backfill and site restoration.

All engineering, drawings, stamps and submittals to NH Department of Environmental Services (NH DES) for construction approval.

All as-built drawings of UST & piping locations.

NHDES closure report, piping trench field screening samples and composite trench samples.

## Work Products

- Remove existing roof structure over existing fuel pumps.
- Remove and dispose of old fuel pumps off site.
- Demolish and remove existing concrete fuel station pad and dispose of demolition byproducts.
- Provide ALL on-site excavation required for tank upgrades and trenching between tank and fuel pump location (existing tank depth is 60").
- Stage excavated material at an on-site location designated by State personnel.
- Provide clean fill (per manufacturer specifications) appropriate for pipe runs, dispenser sump and top of tank.
- Install 1 ½" APT double-wall flexible fuel product piping with 4" APT duct piping around the product piping from tank top to dispenser sumps, new tank risers and pipe venting in accordance with ALL applicable state, national and industry codes.
- Supply and install two deep ATP burial sumps to be installed on tank tops and two ATP dispenser pumps below each pump allowing interstitial probes to be place within the sump environment.
- Supply and install new Burtco steel island form (3' x 10' x 9") and two steel bollards for island form corners.
- Supply and install vent piping with 2" Ameron FRP piping in new vent location with new flex connectors and vent risers.
- Remove existing sub-grade ball valves and replace with new ball valves located inside tank top sumps.
- Supply & Install two new Wayne-Reliance DWG 6201 P27AGJKA, single suction, single hose automated fuel pumps with associated mechanical connections and electrical wiring.
- Supply and install new manholes at grade for vent risers.
- Supply and install new 5 gallon double-wall spill containment manholes with new \$' galvanized fill risers.
- Supply & Install an OPW PV 100, keypad entry Fuel Management System
- Supply & Install a new Omntec OEL 8000ii leak detection/monitoring & level monitoring system with its associated integrated system connections, ALL electrical materials, including tank sensors, probes and wiring.
- Construct and provide ALL 5000psi concrete, forms and materials for installation of new fueling apron having approximate dimensions of 18' wide x 23' long x 8" deep (based on existing maximum extension of pump hoses). Apron will be rebar and wire-mesh reinforced, suitable for Snow Cat traffic and containing a positive limiting barrier groove around the three outer sides of the concrete apron.
- Reuse existing OPW61 SOC spill tube and diesel drops. New upper tube assemblies may be required.
- Supply and install new top tubes where needed.
- Provide ALL engineering, drawings, stamps and submittals to NH Department of Environmental Services (NH DES) for construction approval.
- Communicate/coordinate with NH DES regarding plan approval, backfill permitting, provide testing /documentation for new fuel system and obtain final permit to operate.
- Provide daily on-site project oversight to ensure safety, conformity to plans, coordination with NH DES and timely project completion.

### **Preferred Experience**

Prior experience and State of New Hampshire Department of Environmental Services licensing for repair and retrofitting of Underground Fuel Storage systems required. International Code Council – IFCI UST Installer/Retrofitter license number required.

### **Project Duration**

The project may begin upon contract approval and must be completed NLT 1 November 2015. Total project duration will not exceed 5 weeks.

### **Project Budget**

The Budget for this project is fixed and may not exceed contracted amount unless approved by Cannon Mt management. The contractor shall agree that the budget is firm and shall remain so throughout the performance of work.

### **Proposal Procedures**

All proposals shall contain, but not be limited to, the following:

#### 1. Contractor's Qualifications

Installers must follow state requirements for UST installation to include proper ICC licensing and certifications.

#### 2. Proposal Requirement:

A project budget and cost estimation for meeting the proposed work needs and the timeframe to accomplish these services. The budget should address the tasks to be undertaken by the contractor and will provide a breakdown of costs associated with each task. No proposal will be accepted without the contractor conducting a site visit with Cannon Mt Maintenance team.

### **General Information**

- The state shall not be responsible for or pay any costs incurred by the proposal in the preparation of the proposal submitted in response to this RFP.
- The Department reserves the right to reject any and all proposals submitted in response to this RFP. In addition, the distribution of this RFP shall not commit the State to issue a contract
- No proposal will be accepted without the contractor conducting a site visit with Cannon Mountain Maintenance Garage personnel.

### **Criteria for Proposal Evaluation**

- ICC Licensed and demonstrated knowledge of staff members assigned to project (42%)
- Quality of response to this RFP to demonstrate level and scope of experience and ability to perform (36%)
- Cost (22%)

### **Submittal of Project Proposal**

The Project Proposal shall be due by 4:00pm – 30 June 2015

1. Contractors must submit three (3) copies of the Project Proposal and Budget. The proposal shall be signed by the contractor interested in submitting proposal for these services.
2. The proposal shall include contractor's name, title, address, email address and telephone number(s).

Proposal envelopes shall be labeled; "**Cannon Mountain Maintenance Garage Fuel Tank Piping & Pump(s) Upgrade**".

**Submit Proposal and Contract Inquiries To:**

George Lemerise, Operations & Risk Manager  
Cannon Mt Ski Area  
260 Tramway Drive  
Franconia NH, 03580  
Email: [george.lemerise@dred.nh.gov](mailto:george.lemerise@dred.nh.gov)  
Phone: 603-823-7722 Ext: 703

Michael Dovholuk, Equipment Mechanic Foreman  
Cannon Mt Ski Area  
2750 Profile Road  
Franconia NH, 03580  
Email: [michael.dovholuk@dred.nh.gov](mailto:michael.dovholuk@dred.nh.gov)  
Phone: 603-823-7722 Ext: 731

**Direct Technical Inquiries To:**

**Cannon Mt/FNSP Electrical Dept**

Michael Dovholuk, Equipment Mechanic Foreman  
Cannon Mt Ski Area  
Email: [michael.dovholuk@dred.nh.gov](mailto:michael.dovholuk@dred.nh.gov)  
Phone: 603-823-7722 Ext: 731

-or-

Jason Fallman, Automotive Mechanic  
Cannon Mt Ski Area  
Email: [jason.fallman@dred.nh.gov](mailto:jason.fallman@dred.nh.gov)  
Phone: 603-823-7722 Ext: 739

Vendor may also make site visits to any locations they wish to proposal on if applicable. The act of submitting a proposal shall be considered in full acknowledgment that the vendor is familiar with or had the opportunity to become familiar with, the conditions and requirements of these specifications with ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites relating to this proposal.

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

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

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

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

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

The Vendor or their personnel shall not represent themselves as employees or agents of the State while on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

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

The Vendor shall ensure all personnel under their supervision are neat and clean in appearance and easily identifiable at all times.

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

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

**WARRANTY REQUIREMENTS:**

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

**OBLIGATIONS and LIABILITY OF THE VENDOR:**

The vendor shall 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. The vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

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 proposal.

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

**SUPPLIED & INSTALLED COST**

**Description**

Supply and install double wall fuel piping, leak detection monitoring system and automated fuel pumps in accordance with the specifications of this proposal.

\$\_\_\_\_\_

Labor \$\_\_\_\_\_

Material\$\_\_\_\_\_

**Mfg/Make/Model:** \_\_\_\_\_

(Attach specification sheet for model(s) being offered)

**VENDOR CONTACT INFORMATION:**

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

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Toll Free Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Company Website

\_\_\_\_\_  
Vendor Company Name

\_\_\_\_\_  
DUNS #

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 sub-vendor 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 sub-vendor 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.