New Hampshire Department of Safety
Division of Homeland Security and Emergency Management

REQUEST FOR PROPOSALS

Radio Commercials to Promote Individual Preparedness and Public Safety

ISSUE DATE: September 19, 2016

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1. INTRODUCTION

1.1 Purpose Of The Request For Proposal (RFP)

The State of New Hampshire, Department of Safety, Division of Homeland Security and Emergency Management (DOS/HSEM) is seeking proposals to contract with qualified commercial radio stations, advertising agencies or communications consultants to broadcast radio advertisements promoting individual preparedness and public safety. This RFP is designed to provide interested bidders with sufficient basic information to submit proposals meeting minimum requirements; it is not intended to limit a proposal's content or exclude any relevant or essential information.

1.2 Performance Period

A Contract awarded by DOS/HSEM as a result of this RFP is estimated to be effective for the period beginning November 16, 2016 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2017 and with an option to renew the contract during the 2018 fiscal year ending June 30, 2018.

2. BACKGROUND AND REQUIRED SERVICES

2.1 Background Information

The multi-faceted mission of DOS/HSEM encompasses the lives, safety and preservation of the quality of life of New Hampshire citizens and visitors to the State.

One of the most important functions of DOS/HSEM is to promote safety and security of our State and inform citizens of potential hazards. The Division of Homeland Security and Emergency Management (HSEM) is responsible for coordinating the State's response to major disasters. This includes natural disasters such as hurricanes, floods and severe winter storms, and human-caused disasters, such as nuclear power plant accidents, chemical spills or terrorist incidents. HSEM collaborates with state agencies, municipalities, businesses, and the private sector to ensure and increase emergency preparedness across the spectrum.

The intent of this proposal is to leverage existing materials and integrate resources to provide for public sector outreach and public awareness. With the assistance of a contractor, HSEM will develop a marketing plan that will coordinate and capitalize on existing programs and tools for all-hazard disaster preparedness, prevention, response, recovery, and homeland security. The goal is twofold: 1) to create better prepared New Hampshire citizens that are able to sustain themselves, which will result in less demand on local, state and regional resources during a disaster; and 2) to encourage New Hampshire citizens to be mindful of and to report suspicious activities or items they encounter, which will result in a better informed intelligence community, an increased ability to frustrate terrorist attacks, and a safer homeland. A coordinated outreach effort to increase awareness regarding both topics will enhance New Hampshire's ability to prepare for, protect, respond to and recover from a catastrophic or terrorist incident through community resiliency and awareness. Radio commercials will be provided to the contractor and aired across the State as part of these campaigns.

The contract amount will purchase air time on commercial radio stations.

2.2 Eligibility

Proposals may be submitted by any established commercial radio station operating in the State of New Hampshire, advertising agency, or communications consultant capable of broadcasting radio advertising, or a consortium of such organizations. In the case of collaborative applications, one organization shall be designated to enter into a contractual relationship with DOS/HSEM. Organizations currently funded under contract with DOS/HSEM shall be in full fiscal and programmatic compliance in order to receive consideration for an award under this RFP.

2.3 Scope of Required Services

The responsibilities of the contractor are as follows:

a) To coordinate the establishment of a formal group of radio stations with a broadcast area reaching 90 percent or more of the residents of New Hampshire to air Non-Commercial Sustaining Announcement (NCSA) spots on emergency management related issues, as decided by DOS/HSEM. At least one-third of the NCSAs must be aired between the following hours, Monday-Friday: 6-10am, 3-7pm.

b) To administer said group in terms of supplying to the group all materials needed for air play.

c) To advise and assist DOS/HSEM in bringing radio NCSA spots into compliance with industry standards.

d) To duplicate as necessary the materials needed for stations.

e) To provide with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.

f) Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.

g) To ensure the ads commence on or within two weeks of the approved contract date, based on a community preparedness campaign which includes previously developed radio advertisements.

h) All spots shall be edited in a manner that maximizes the air time for the message. All disclaimers shall be removed whenever possible and shall be as short as possible if it is not possible to remove them.

i) To provide DOS/HSEM with copies of radio spots with all final edits for approval prior to broadcast.

j) The contractor will be responsible for the payment of subcontractors.

2.4 Reports and Monitoring

a. The contractor will provide quarterly reports to DOS/HSEM that identify the station(s) broadcasting the announcements, when they were broadcasted, estimates of the size of the audience reached, dollar value of the airtime and total number run.

b. The contractor will develop a method of measurement and evaluation in concert with DOS/HSEM for post-campaign assessment.

3. FINANCE

3.1 RFP Funding Availability

$36,000 is available from DOS/HSEM to cover the requirements in this RFP. The bidder is asked to submit a budget that maximizes available resources for the services outlined above. The proposal amount should include any production or editing costs and the purchase of air time on commercial radio stations. **Price may be a consideration in the final selection of a contractor.**

3.2 Appropriate Use Of Funds

Proposals shall explain how the bidder will carry out the purpose of the RFP as described in 2.3 Scope of Required Services.

The funded organization is expected to keep records of its activities related to DOS/HSEM funded programs and services. Payment for contracted services will be made per Exhibit B. DOS/HSEM will reject any ineligible costs.

3.3 Cost Liability

State of New Hampshire assumes no responsibility or liability for costs incurred by the Bidder(s) to prepare or submit their proposals or for samples included in response to this RFP, or in making any requested oral presentation regarding this RFP, or for work performed prior to the Effective Date of a resulting contract.

4. PROPOSAL PROCESS

4.1 Procurement Timetable

September 19, 2016	RFP packages are available to agencies by request.
September 22, 2016	Bidders' teleconference (participation is not mandatory). 3:00 PM EST.

September 29, 2016	Bidders' proposals due electronically to DOS/HSEM by 2:00 PM EST.
October 3, 2016	Bidders' proposals due in hard copy to DOS/HSEM by 2:00 PM EST.
October 4, 2016	Electronic or hardcopies of contract documents sent to selected vendor for signature.
October 7, 2016	Hard copies of executed contract documents due to DOS/HSEM from selected vendor by 2PM..
November 16, 2016	Estimated effective date of contract, if approved by Governor and Executive Council.

4.2 Bidders' Questions

During the proposal preparation period, all inquiries and requests for clarification and/or additional information shall be submitted in writing via e-mail, citing the RFP page, section and paragraph to the point of contact listed below:

Michael Todd
Department of Safety
Division of Homeland Security and Emergency Management
Concord, NH
Michael.Todd@dos.nh.gov

Other than the point of contact listed above, Bidder shall make no unsolicited contact with any DOS/HSEM personnel regarding this RFP.

4.3 Bidders' Conference

Prospective bidders will have an opportunity to ask questions in regard to this RFP at an optional bidders' telephone conference scheduled for September 22, 2016 at 3pm EST. The State of New Hampshire DOS/HSEM will respond to oral questions at the conference, but only written answers provided by the DOS/HSEM following the conference will be official answers. Any bidder wanting to participate in this conference call will need to contact Michael Todd at (603) 223-3641by 4pm EST, September 20, 2016.

4.4 Proposal Instructions and Requirements

4.4.1 Proposal Content:

The following required materials should be submitted to DOS/HSEM in order for a proposal to be complete:

A) Proposal Face Sheet

B) Proposal Checklist
C) Table of Contents
D) Program Narrative
E) Operating Budget that correlates to the work plan
F) Budget Narrative
G) Insurance Acknowledgement Form
H) All required State of NH Contractual documentation (attached)

4.4.2 Proposal Submission:

- 1 Original marked as "Original" and any applicable required pages, signed and initialed as appropriate on each page in **blue ink**.
- 1 Electronic copy with page numbers corresponding to hard copies.

An electronic copy of the proposal shall be received by DOS/HSEM no later than **2:00 PM, EST on September 29, 2016**. No extensions will be granted. The responsibility for submitting a response to this RFP on or before the stated time and date will rest solely and strictly with the applicant. Hard copies the proposal shall be received by DOS/HSEM no later than **2:00 PM, EST on October 3, 2016**. DOS/HSEM will in no way be responsible for delays in delivery caused for any reason.

4.4.3 Format:

Proposals shall contain a Table of Contents, be double-spaced, in no less than 11-point font, and the pages shall be numbered following the Table of Contents. All acronyms shall be spelled out the first time that they are used. The source of all data cited shall be noted. Proposals shall not be bound or stapled, but clipped in the upper left corner. Submit proposals to:

NH Department of Safety
Division of Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305
Attn: Michael Todd, Public Information Officer

4.4.4 Proposal Outline:

Proposals shall follow the outline presented in this section and are required to contain all listed components as follows:

A. Proposal Face Sheet

B. Proposal Checklist

C. Table of Contents

D. Organization Capacity **(**not to exceed 4 pages**)**

1. Describe the overall mission and services of the organization, agency or consortium and how they relate to the goals and priorities as described in the RFP.
2. Describe the organization's specific experience and capacity to meet the goals, objectives, and priorities of the program. This includes the availability of qualified and experienced personnel and adequacy of plans for the administration of the program. Please include any experience that demonstrates knowledge of the New Hampshire media market that relates to the primary mission as outlined in the background section and required services section.
3. Provide the contact information for up to 4 outside references who can attest to the organization's success in providing services similar to the services required in this RFP.

E. Plan of Operation (not to exceed 4 pages)

This narrative section should describe, concisely and completely, exactly how the program will operate, how it will carry out the Scope of Required Services in Section 2.3, and the roles of each staff member.

F. Budget and Justification

This section shall include the following:

1. Operating Budget that correlates to the work plan.

2. Budget Narrative (not to exceed 6 pages), which describes the services to be provided. Overhead, profit, indirect costs and any other non-direct expense should be listed individually in the operating budget and fully explained in the budget narrative.

3. Insurance Acknowledgement Form

4. All required Governor and Council documentation (see attached checklist)

5. APPLICATION REVIEW AND EVALUATION CRITERIA

DOS/HSEM will convene a small expert panel to conduct an objective review of proposals received in response to this RFP process. The evaluation will be based on the demonstrated capabilities of the prospective contractor in relation to the needs of this program as set forth in this RFP. The merits of each proposal will be evaluated individually according to the proposal objective scoring criteria described below. DOS/HSEM reserves the right to accept or reject any proposal, and to waive any minor irregularities in the proposals. DOS/HSEM reserves the right to make final funding decisions based on the availability of funds, prior contract performance (if applicable), and other Department priorities. Please note that in the state contract approval process, DOS/HSEM recommends the awarding of a contract to the Governor and Executive Council. Thus, the RFP and contract process is not complete without approval of the Governor and Executive Council.

5.1 **Proposal Face Sheet, Proposal Checklist, and Table of Contents** (Not rated**)**

5.2 Organization's Capacity (30 points)

The extent to which:

- The overall mission, program, and services of the organization relate to the program's goals and priorities as described in the RFP.
- The organization demonstrates the specific experience and capacity necessary to carry out the program. This includes the availability of qualified and experienced personnel and the adequacy of plans for the administration of the program. The proposal describes experience that demonstrates knowledge of the New Hampshire media market that relates to the primary mission as outlined in the background section and required services section.

5.3 Plan of Operation (30 points)

The extent to which:

- The proposal is programmatically relevant and the overall goal(s) of the application relate to the program's goals and priorities as described in the RFP.
- The plan of operation and roles of program staff are clearly and concisely described. TIMELINE is CRITICAL.
- The proposal describes how it will carry out the Required Services in Section 2.

5.4 Budget and Justification (35 points)

The extent to which:

- The budget is appropriate in relation to the proposed activities; is reasonable, clearly justified, and consistent with the intended use of funds.
- The budget narrative provides a detailed description and justification for the use of funds according to instructions.
- Remember, PRICE may be a factor in final selection

5.5 Format (5 points)

The extent to which:

- The proposal adheres to the formatting instructions and directions set forth in this RFP.

6. PROCEDURES FOR GRANT SELECTION AND NOTIFICATION

6.1 Notice of Selection Procedures

A letter of selection is anticipated to be sent to the selected bidder. The scope of services and budget for the proposed contract may be negotiated based upon the merit of the application as evaluated by the review panel, availability of funding, and conditions of the award. Failure of a selected applicant to satisfactorily negotiate within a reasonable time may result in the applicant forfeiting its award.

If competing proposals are close to equal in scoring, greater weight will be given to costs. If appropriate, semi-finalists will be determined as a result of these scores.

Note: The review panel may request that semi-finalists (up to three agencies) present their proposal during a 15-30 minute telephone presentation to the review committee. The review panel will score these presentations at that time in order to determine the successful applicant. Evaluation and scoring criteria will be provided to each semi-finalist prior to their presentation**.** If conducted, this may be key criteria in the final selection in addition to the price and scoring aforementioned.

DOS/HSEM expects that each applicant will put forth a definitive cost proposal. DOS/HSEM, however, reserves the right to later seek a "BEST AND FINAL OFFER" and will provide the applicant the opportunity to amend their original proposal to better meet the objectives of the RFP. DOS/HSEM reserves the right whether or not to exercise this option**.**

6.2 Recommendation for Non-Selection Proposals

After the contract award receives final approval from the Governor and Executive Council (November 16, 2016), an applicant may request an opportunity to discuss with DOS/HSEM administrative staff the reasons for not being selected. Such request shall be submitted in writing by November 18, 2016 to:

NH Department of Safety/HSEM
33 Hazen Drive
Concord, NH 03305
Attn: Michael Todd, Public Information Officer

Such requests are not considered appeals. Selection decisions are final pending Governor and Executive Council approval. Once an applicant has submitted a letter, DOS/HSEM will attempt to accommodate such requests within a reasonable time.

7. DOCUMENTS FOR CONTRACT APPROVAL

Following selection, the agency or individual will be required to submit the following WITH THE RFP documents for contract approval:

- Signed and notarized General Provisions (P-37) (see Exhibit C)
- Signed and notarized Certificate of Vote (Instructions provided)
- Certificate of Good Standing from the New Hampshire Secretary of State, if contractor is an organization. This demonstrates that an organization is authorized to do business in New Hampshire. (Instructions provided)
- Workers' Compensation Coverage: Contractors must demonstrate compliance with or exception from compliance.
- Revised budget and budget justification pages
- Most recent agency audit, or audited financial statements (if contractor is an organization)
- Agency mission statement (if contractor is an organization)
- List of the agency Board of Directors (if applicable) with addresses
- Certificate of Insurance. Please be sure that the following is listed as the Certificate Holder:

  NH Department of Safety

Division of Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305

- Signed copies of additional assurances, as federal funds are involved (Exhibit D and Lobbying Form are attached)
- See Attached checklist and BE SURE THESE DOCUMENTS ARE ALL INCLUDED

Successful contract document completion will result in a contract becoming effective upon approval by the Governor and Executive Council of the State of New Hampshire. No services occurring before the effective date are reimbursable under the contract.

8. ADDITIONAL INFORMATION

8.1 Public Record

All proposals become the property of the State of New Hampshire and will be a matter of public record.

8.2 Proposal Understanding

By submitting a proposal, the Bidder(s) agrees and assures that the specifications are adequate, and the Bidder(s) accepts the terms and conditions herein. Any exceptions to these terms and conditions should be noted in the proposal. DOS/HSEM reserves the right to reject any or all proposal(s) based on the exceptions presented, without obligation to communicate or negotiate with the Bidder.

8.3 Proposal Validity

Unless specified otherwise, all proposals shall be valid for 185 business days from the proposal due date.

8.4 Amendments

DOS/HSEM has the option of amending contracts throughout the funding cycle based on program performance, fiscal expenditure, and other contract requirements. All amendments require approval by the Governor and Executive Council.

8.5 Renewals

This contract may be written with the possibility of renewal, subject to availability of DOS/HSEM funding and priorities, and Governor and Council approval.

8.6 Cancellation

DOS/HSEM may, upon determining that no satisfactory proposals have been received for any particular service, decide to provide this service as part of the service package, or re-bid for this particular service. See post-contract cancel clause in this RFP also.

9. RESPONSIBILITIES OF THE DEPARTMENT OF SAFETY DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

DOS/HSEM will take an active role in providing technical assistance to the contract organization(s) on relevant issues (e.g., program implementation and evaluation) by contract monitoring visits and maintaining frequent telephone contact.

All documents (written, video, audio) produced or purchased under the contract shall have prior approval from DOS/HSEM before printing, production, distribution or use.

10. OWNERSHIP OF WORKS

The DOS/HSEM shall own all rights and titles to, and interest in any and all original materials or deliverables produced with DOS/HSEM contract funding for the resulting contract, including, print, Internet or other media, brochures, resource directories, protocols or guidelines, posters, surveys, evaluations, or reports. Contracted organizations may not reproduce any materials produced under the contract without prior written approval from DOS/HSEM.

The contractor will be required to represent and warrant that any work produced under this RFP and the resulting Contract will be free of any claim of any third person or entity based on patent or copyright infringement, trade secret misappropriation, or otherwise.

New Hampshire Department of Safety

Proposal Checklist

Organization Name:

This checklist is provided to assist you in assuring your proposal is complete. Please check off all required items and submit it with your proposal.

Face Sheet	[	]
Checklist	[	]
Table of Contents	[	]
Program Narrative	[	]
Operating Budget	[	]
Budget Narrative	[	]
Insurance Acknowledgement Form	[	]
NH Contractual Documents	[	]

New Hampshire Department of Safety

Proposal Face Sheet

1. Legal Name of Organization:
2. Name of Program for which funds are requested:
3. Amount of funds requested through this application: $
4. Budget Period:
5. Name and Title of Organization contact person for application:
6. Mailing address:
7. Phone number:
8. Fax number:
9. E-mail address:

Proposal Face Sheet
Instructions

1. **Legal name of Organization**: Enter the legal name of the organization. This must match the name on the Certificate of Good Standing issued by the Secretary of State.

2. **Name of program for which funds are requested**: This is the specific program for which you are requesting funds.

3. **Amount of funds requested through this application:** Unless otherwise specified, this should be the amount in the RFP for this program.

4. **Budget Period:** Enter the beginning and ending date for the budget period.

5. **Name and title of organization's contact person for proposal:** Enter the name of the contact person and their title within the agency (i.e. Executive Director, Medical Program Coordinator). This should be the person who can answer questions relative to the application.

6. **Mailing address:** Enter the address to which correspondence relative to the proposal should be sent.

7. **Phone number:** Enter the phone number for the contact person.

8. **Fax number:** Enter the fax number to which correspondence relative to the proposal should be sent.

9. **E-mail address**: Enter the e-mail address for the contact person.

New Hampshire Department of Safety

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of Attorney General requires that Request For Proposals (RFP) and Request For Applications (RFA) packages inform all bidders of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the three checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

☐ 1) The contractor certifies that it **IS** a 501(c)(3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed $500,000.

☐ 2) The contractor certifies that it **IS** a 501(c)(3) contractor whose annual total amount of contract work with the State of New Hampshire **equals or exceeds** $500,000.

☐ 3) The contractor certifies that it is **NOT** a 501(c)(3) contractor.

INSURANCE REQUIREMENTS for selection #1 – Per RSA 21-I: 13, XIV. The general liability insurance provision for standard state contracts requires any contractor who qualifies for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed $500,000 to have:

- Comprehensive general liability insurance in amounts of not less than $1,000,000 per claim or occurrence and $2,000,000 in the aggregate. *These amounts may NOT be modified.*

INSURANCE REQUIREMENTS for selection #2 or #3 – Per Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance:

- 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 incident or occurrence. *(The State of New Hampshire MAY modify these amounts if the State determines contract activities are of low liability risk.)*

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your application package.

$_____ Per Claim $_____ Per Incident/Occurrence $_____General Aggregate

_____ _____

Signature & Title Date

This acknowledgement must be returned with your application.

EXHIBIT A

SCOPE OF SERVICES

The responsibilities of the contractor are as follows:

a) To coordinate the establishment of a formal group of radio stations with a broadcast area reaching 90 percent or more of the residents of New Hampshire to air Non-Commercial Sustaining Announcement (NCSA) spots on emergency management related issues, as decided by DOS/HSEM. At least one-third of the NCSAs must be aired between the following hours, Monday-Friday: 6-10am, 3-7pm.

b) To administer said group in terms of supplying to the group all materials needed for air play.

c) To advise and assist DOS/HSEM in bringing radio NCSA spots into compliance with industry standards.

d) To duplicate as necessary the materials needed for stations.

e) To provide with affidavits of performance and the following itemized information about each spot: total number run, dollar value and the date and time of airing.

f) Based on Federal Communication Commission licenses, stations reserve the right to accept or refuse all radio spots.

g) To ensure the ads commence on or within two weeks of the approved contract date, based on a community preparedness campaign which includes previously developed radio advertisements.

h) All spots shall be edited in a manner that maximizes the air time for the message. All disclaimers shall be removed whenever possible and shall be as short as possible if it is not possible to remove them.

i) To provide DOS/HSEM with copies of radio spots with all final edits for approval prior to broadcast.

j) The contractor will be responsible for the payment of subcontractors.

Contractor Initials _____
Date_____

EXHIBIT B

TERMS OF PAYMENT

The appropriate account number for the P-37 form, section 1.6 is as follows:

FY2017

02-23-23-2360010-27400000-020-500247
Division of Homeland Security and Emergency Management

Payment for contracted services for radio airtime and production costs will be made upon receipt of itemized invoices as follows:

Payment #1- Invoice due March 3, 2017 (or upon G&C approval) $18,000

Payment #2- Upon completion of aired broadcasts and Department of Safety's receipt of final performance and evaluation report as stated in the Scope of Services not to exceed June 30, 2017.
$18,000

Invoices shall be submitted to:

Linda Tessier, Administrator
NH Department of Safety
Division of Homeland Security and Emergency Management
33 Hazen Drive
Concord, NH 03305

Contractor Initials _____
Date_____

EXHIBIT C

SPECIAL PROVISIONS

There are no modifications, additions and/or deletions to Form P-37.

It is agreed that the Contractor will meet as needed with DOS/HSEM project personnel to ensure proper implementation of the terms of this contract.

Contractor Initials _____
Date_____

Subject: FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name	1.2 State Agency Address
1.3 Contractor Name	1.4 Contractor Address
1.5 Contractor Phone Number / 1.6 Account Number	1.7 Completion Date / 1.8 Price Limitation
1.9 Contracting Officer for State Agency	1.10 State Agency Telephone Number
1.11 Contractor Signature	1.12 Name and Title of Contractor Signatory

1.13 Acknowledgement: State of _____, County of _____

On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On:

1.18 Approval by the Governor and Executive Council

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $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 Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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

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attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting 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 Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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.

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Certificate of Good Standing Instructions

Personal services contracts in the amount $1,000 or more must be accompanied by a Certificate of Good Standing issued by the Secretary of State's Office ("SOS"), unless they involve contracts with: (1) nonresident nonprofit corporations; (2) individuals contracting in their own name (as individuals, not as business organizations); and (3) Regional Planning Commissions and political subdivisions (i.e., villages, cities, towns). The following Certificates of Good Standing requirements apply to other business organizations:

a. *Corporation, Professional Corporation, Limited Liability Company, Professional Limited Liability Company, Limited Liability Partnerships Consumer Cooperative, Business Trust* - Not more than one (1) year from the preceding April 1st because entities must file their annual reports with the SOS by April 1st of each year. RSA 293-A:16.22. Therefore, a Certificate of Good Standing that is dated prior to the last April 1st is unacceptable. For example, a Certificate of Good Standing that is presented to a State Agency by a contractor on July 1, 2008, but dated February 15, 2008, is unacceptable because it predates the April 1, 2008 registration deadline.

b. *Voluntary Corporations and Associations Organized Under RSA chapter 292 (Domestic Non-Profit Corporations)* – Not more than five (5) years from the date of last renewal. Please note that these organizations must file a return with the SOS every five (5) years after the anniversary of their creation, and that the five (5) year cycles are the same for all these organizations. The last renewal year for these organizations was 2005. Therefore, Certificates of Good Standing are acceptable as long as they are dated in 2005 or thereafter, and they are accompanied by a copy of a printout from the SOS website showing the entity's date of creation, because that information is not included in a Certificate of Good Standing. RSA 292:25.

c. *Trade Names* – not more than five (5) years from the date of last registration of trade name with the SOS. RSA 349:6.

    i. A copy of printout from the SOS website must be included in the contract that identifies when the registration was filed because that information is not included in a Certificate of Good Standing.

    ii. Contracts with a trade name as the contracting party are not accepted. For example, if Jane Smith uses the trade name "Environmental Consulting Services," and has not created a corporation or other business organization with that name, the contract must be with "Jane Smith, doing business as Environmental Consulting Services," and not with "Environmental Consulting Services."

Certificate of Vote/Authority
Instructions

Each contract between the State and a business organization (not individual) must have attached to it evidence of authority of the contractor to execute and be bound by the contract.

a. ***Individuals:*** A contractor who is contracting in his or her individual capacity does not need a Certificate of Vote/Authority, but the contractor must represent in the contract (e.g. Exhibit C of the Form P-37) that he or she is a sole proprietor of the business.

b. ***Business Organizations:*** A Certificate of Vote/Authority must be included in the contract that evidences the authority of the individual executing the contract to bind the business organization as of the date the individual signs the contract. The name of the business organization on the Certificate of Vote/Authority must match the name in the Certificate of Good Standing and the name of the contractor identified in the contract (e.g. Form P-37, block 1.3, Contractor Name). The Certificate of Vote/Authority must not be executed by the same individual executing the contract, unless the Certificate of Vote/Authority states that the individual is the sole shareholder, member, director, or officer of the business organization.

c. ***Trade Names:*** If the contractor is a business organization that uses a trade name (i.e., Joe Smith Plumbing, Inc., DBA Joe's Plumbing), a Certificate of Vote/Authority is required that complies with the requirements described in paragraph 17.b above. If the contractor has not formed a business organization, but is an individual using a trade name (i.e., Jane Smith, DBA "Janitorial Services"), a Certificate of Vote/Authority is not required.

d. ***Municipal Contracts:*** The local ordinance or an excerpt of minutes must be included evidencing that the individual(s) executing the contract have the authority to bind the municipality.

e. **The Certificate of Vote/Authority must contain following elements:**

i. If the vote or unanimous consent predates the contract execution, the Certificate of Vote/Authority must state that the vote or the unanimous consent has not been amended or repealed as of the date of execution of the contract. If the vote or unanimous consent post-dates the date of contract execution, then the organization must ratify the execution of the contract.

ii. If the vote or unanimous consent authorizes the holder of a particular office to execute contracts (as opposed to a particular individual), the Certificate of Vote/Authority must state that the person executing the contract holds that office as of the date of the execution.

iii. The person authorized in the vote cannot be the same person who signs the Certificate of Vote/Authority unless the Certificate of Vote/Authority states that that person is the sole shareholder or member, director, or officer.

iv. The Certificate of Vote/Authority must be notarized.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 4061/2, 4061/3 AND 4061/4 WHICH ARE OBSOLETE.

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

*U.S. Government Printing Office: 1996 - 405-037/40014