

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: **Paul Rhodes**
 Telephone: **(603)-271-3350**
 Email: prchweb@nh.gov

RE: Bid Invitation Name: Communication Systems Repair, Maintenance, and Cabling Services
 Bid Number: 1750-15
 Bid Opening Date and Time: 5/1/15 at 1:30 PM

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 1750-15 for Communication Systems Repair, Maintenance, and Cabling Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

Authorized Signor's Signature _____ **Authorized Signor's Title** _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

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

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

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

 (Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

**REQUEST FOR BID FOR COMMUNICATION SYSTEMS REPAIR, MAINTENANCE, AND CABLING SERVICES FOR
THE STATE OF NEW HAMPSHIRE**

INSTRUCTIONS TO VENDOR:

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

BID SUBMITTAL

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by **email to PRCHWEB@NH.GOV**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

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 bid. In responding to the bid, 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 bid, and any resulting contract(s).

TERMS OF SUBMISSION:

All material received in response to this bid shall become the property of State and will not be returned to the Vendor. Regardless of the Vendors selected, State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

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

LIABILITY:

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

CERTIFICATE OF INSURANCE:

Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

CONTRACT(S) TERMS AND CONDITIONS:

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

The form contract(s) P-37 attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

The term of the contract shall be from August 1, 2015 through July 31, 2017 a period of approximately two (2) years. The contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Purchase and Property with the approval of the Governor and Executive Council.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

TERMINATION:

The State of New Hampshire shall have the right to terminate the contract(s) at any time by giving the successful Vendor a thirty (30) day written notice.

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>

- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

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.

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Paul Rhodes, Financial and Purchasing Analyst, Bureau of Purchase and Property, at paul.rhodes@nh.gov , or Telephone number: 603-271-3347. All requests shall be submitted five business days prior to bid opening date.

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

BID DUE DATE:

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A vendor's disclosure or distribution of Bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

VENDOR(S) OPPORTUNITY:

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

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is update several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

INSTRUCTIONS TO VENDOR(S):

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

- Complete the pricing information in the "Offer" section
- Complete all other required information on your officer
- Complete the "Vendor(s) Contact Information" section
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page must be notarized to be an official submission.

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

Section 1.3 Contractor(s) Name

Section 1.4 Contractor(s) Address

Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

Section 1.13 Acknowledgement

Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide certificate of workman's comp.
- 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.

BID PRICES:

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

PAYMENT:

Payments shall be made via ACH. Use the following link to enroll with the State Treasury:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost by region. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Purchase Order (s).

Any resulting contract(s) shall become effective on the date approved by the Governor and Executive Council for the State of New Hampshire.

NOTIFICATION AND AWARD OF CONTRACT(S):

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

Bid results may also be viewed on our website at http://www.admin.state.nh.us/purchasing/bids_posteddte.asp

SCOPE OF SERVICES:

The purpose of this bid 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 **communication cabling, system repair and maintenance**, as needed for the entire State of New Hampshire in the offer section of this bid. See Attachment B for a list of locations by Municipality. The telephone number count within Attachment B is intended only as a reference. Locations with a higher quantity of numbers will require a greater number of services (Moves, Adds and Changes) than those with lower number counts.

Communication cabling, system repair, and maintenance shall be completed as noted in the **SERVICE REQUIREMENTS** paragraphs. The Vendor shall submit a verification of service request and schedule date to the Bureau of Statewide Telecommunications within three (3) business days of requested receipt of a Telecommunications Service Request (TSR) for each TSR forwarded to the Vendor.

Vendor may also make site visits to any locations on which they wish to bid if applicable. The act of submitting a bid shall be considered full acknowledgment that a vendor is familiar with (or had the opportunity to become familiar with) the conditions and requirements of these specifications and pertinent local conditions, such as equipment conditions, locations, accessibility and the general character of the sites relating to this bid. All such visits must be requested in writing and scheduled through the State in advance, otherwise site access will be denied.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:30 P.M. local time, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. No premium charges will be paid for any off-hour work.

The Vendor shall not commence work until a conference is held, 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 caused by the Vendor during the performance of this Contract will be repaired at Vendor's 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 correct all defective work and damages to the State's satisfaction. The State may withhold any payments necessary to correct all defective work or damages caused by but not corrected by the Vendor.

The Vendor's work staff (including any State authorized sub-contractors of the Vendor) shall consist of qualified persons completely familiar with the products and equipment that will be used in the performance of the Contract. The Contracting Officer reserves the right to remove any employee(s) that it deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and/or the State.

The Vendor and/or its personnel (including any State authorized sub-contractors of the Vendor) shall not represent themselves as employees or agents of the State.

While on State property, all Vendor personnel (including any State authorized sub-contractors of the Vendor) 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 Vendor personnel (including any State authorized sub-contractors of the Vendor) shall observe all regulations or special restrictions in effect at any State Agency, and applicable local, State, federal or industry laws and practices, while performing under the Contract.

The Vendor shall ensure that its personnel (including any State authorized sub-contractors of the Vendor) are dressed appropriately, and neat and clean in appearance with picture identification that is visible at all times. Company uniforms are preferred.

The Vendor's personnel (including any State authorized sub-contractors of the Vendor) shall be allowed only in areas where the work required under the Contract is being performed, and only with proper authorization. The use of State telephones, photocopiers, facsimiles, and other office equipment, not specifically required to carry out the work in performance of the Contract is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, address, contact person and three (3) references for clients for whom the sub-contractor is currently providing service.

SERVICE REQUIREMENTS:**TELECOMMUNICATIONS SERVICE REQUESTS**

All services shall be requested by and coordinated directly through the Department of Safety Division of Emergency Services and Communications, Bureau of Statewide Telecommunications. Contractor shall be responsible for performing all work requested through written Telecommunications Service Requests (TSRs) identifying the required actions. The Contractor shall accept only TSRs initiated from the Department of Safety Bureau of Statewide Telecommunications. The Contractor shall also provide emergency services upon receipt of a verbal telephone request from the Contracting Officer or his/her designee.

Major Service Call

The Contractor shall respond on site to a Major Service Call within four (4) business hours of report of occurrence. A Major Service Call is defined as a loss of twenty-five percent (25%) of trunks or stations, total system down, loss of service to a department, or loss of attendant console operation or associated Automated Attendant System. Contractor shall make every effort to complete major service orders prior to leaving service site. All such services may be requested via telephone call, e-mail or fax. Any minor service call may be upgraded to a Major Service Call at any time at the discretion of the Contracting Officer or his/her designee.

Minor Service Call

Contractor shall respond to a Minor Service Call within five (5) business days of request for service. A Minor Service Call is defined as any service call not defined as a Major Service Call. All Minor Service Call requests for service shall be provided on a written Telephone Services Request (TSR) or a service trouble ticket e-mailed or faxed to the Contractor. TSRs or service trouble tickets shall define the scope of work, contact person, site location and associated details of the issues or services required. The State reserves the right to escalate any Minor Service Call to a Major Service Call at any time.

Service Coverage

A majority of service work shall be performed during standard State business hours of 8:00 a.m. through 4:30 p.m. , Monday through Friday, unless otherwise requested by the State. Contractor shall provide service twenty-four hours per day, seven days per week (24x7) including holidays when requested. Contractor shall maintain adequate (certified and experienced) staff and materials to comply with all terms of service agreements stated under the Contract.

Overtime

The State shall pay an additional overtime rate for any work required to complete service as specified on the TSR or service trouble ticket outside of the standard working hours. All requests for overtime must be approved by the site contact person by signature or the Bureau of Statewide Communications representative, Contracting Officer or his/her designee, prior to any overtime worked. The Vendor must record on the Daily Time and Material Work Completion Form the names and contact numbers of individuals approving any such work. If overtime is necessary due to the late arrival Contractor personnel, the State shall deduct the late arrival time and its associated costs, from any overtime payment request from the Contractor.

SERVICE TYPES

Contractors shall provide services as noted below.

General Facilities Service Work

Contractor shall provide routine Move, Add and Change (MAC) services involving analog and digital communication lines, legacy key telephone and PBX equipment, and LAN/WAN passive hardware and facility installation or repair. Inclusive are equipment repair, hardware equipment card installations, IDC block installation (66, 110, Krone, etc.), copper and fiber cable installation, cross wire, software updates, local or remote programming and system software backup. The Contractor services may be expanded based upon additional Contractor capabilities.

Fiber Optic Cable Installation

Contractor shall supply, install, test and repair multi-mode and single-mode fiber optic cable as directed by the State. Installation shall include mechanical and fusion cable splicing, fiber termination and related equipment.

Not to Exceed Quotations

The Contracting Officer or his/her authorized designee may, whenever he/she believes the size or complexity of a project so warrants, request a "not to exceed" dollar amount for the project. All quotes shall be completely itemized, including individual materials required to complete the specific job, individual item cost, labor hours, total cost of hours and timeframe to complete services. The quote and subsequent order shall contain a cost figure based upon a good faith estimate. The Contractor shall not exceed such estimate. Resulting service orders originating from "not to exceed" quotes do not relinquish the Contractor from providing the documentation as required for any other job. Charges shall be the lesser of the actual cost of service and materials, or the maximum "not to exceed" dollar cost.

Contractors must provide "not to exceed" quotations for any extensive service when requested. Complete quotes including all associated costs must be provided within five (5) business days of requests. Quotes must be honored for a minimum of 90 days, unless there are special circumstances which have been disclosed in writing to and agreed in writing to by the Contracting Officer or his/her designee. Special exceptions must be clearly noted as part of any quotation. All quotes are to be submitted on the Contractor's stationary/letterhead and sent electronically, via e-mail delivery.

WARRANTY REQUIREMENTS:

Contractor shall warranty any and all equipment installed or provided by the Contractor for a minimum of twelve (12) months, or the manufacturer's standard USA warranty, whichever is greater, from time of State installation acceptance without additional charge. The warranty period shall start after product delivery, installation, and acceptance by the State. If the Contractor's equipment and programming fails to operate as specified within 30 days of complete installation, the State shall have the right to declare the Contractor's product or service work unacceptable, and the Contractor in default. Warranty shall cover all parts, shipping, and labor. All workmanship shall be guaranteed for the duration of the Contract. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

Defective Equipment

The Contractor warrants that all items supplied are new and in good working order, and will conform to the manufacturer's official published specifications, the bid specifications, and all applicable ANSI, TIA/EIA standards. Only the most current compatible model and version of hardware and software platforms shall be used. If the State finds any Contractor provided product found to be defective, incompatible, or non-current, in any way, for any reason, the Contractor shall replace it at Contractor's expense within five (5) business days of receiving notice from the State. The State shall not be responsible for transportation or shipping of equipment and/or related costs, including costs incurred for equipment returns and/or replacement of any defective equipment, or installation costs for equipment replaced due to unsatisfactory operation.

New Equipment

All materials provided shall be new and of current manufacture. During the warranty period, the State may inspect any work to insure strict compliance with codes and requirements stated within the bid. Any workmanship proven deficient, and reported to the Contractor by the State, shall be corrected within forty-eight (48) hours of report at no cost to the State. If the work jeopardizes or disrupts service, work to make corrections shall begin within a four (4) business hour period. If the Contractor does not correct the problem in the allotted timeframe, unless the original timeframe is extended by the State, the State may, at its option, request services from an alternate vendor at the Contractor's expense.

The Contractor shall pay all transportation costs for equipment returned due to unsatisfactory operation or for equipment shipped to replace said returned equipment after installation throughout the warranty period.

CONTRACTOR EMPLOYEE SECURITY REVIEW

Prior to providing service to the State and entering any State facility, the Contractor its employees and any State-authorized sub-contractor employees, if applicable, must obtain security clearances from the State. The Contractor shall provide the State with each employee's name, date of birth, and social security number, for any employee or sub-contractor providing services at State facilities under the Contract. The State will use this information solely for the security clearance process. The State shall treat this information as personally identifiable and confidential, and with the same level of protection as it does for its own employees. No Contractor employee or sub-contractor shall be allowed on site without first obtaining such clearance. The security clearance requirement shall be in effect for the life of the Contract and any extensions thereof. Contractors must advise the State of any new employee or sub-contractor and provide related security

clearance information immediately. The determination of acceptance for such security clearance, shall lie solely with the State, and shall be revealed to the Contractor on pass or fail basis only. The following items apply:

Employee Agreements

Employee agreements allowing background checks will be exclusively the responsibility of the Contractor.

Contractor Employee Precluded from Building Access

The State may require that a Contractor employee be precluded from entry into any facility. The Contractor shall replace any such employee working at such locations with alternate personnel as directed by the State. Should installation personnel be rejected by the State, the Contractor must provide replacement personnel immediately in order to meet assigned installation dates.

Notice of Employee Changes

The Contractor shall provide written notice to the State of any changes of Contractor employees providing service to the State, and obtain authorization from the State for acceptance prior to service provisioning by such employee.

Security Requirement Compliance

All Contractor personnel shall comply with the individual State facility security requirements in which they are performing services under this contract including signing required log in/out forms.

ID Badges

Contractor shall provide employee photo ID badges, which list the company name and company contact telephone number for each employee (and, if applicable, for each sub-contractor) servicing the State account. All Contractor employees (and, if applicable, all sub-contractors) shall wear the ID while servicing the State. The State shall retain the right to disallow service and site access to any employee (and, if applicable, to any sub-contractor) not displaying a photo ID badge issued by the Contractor. All costs for acquiring photo IDs shall be borne by the Contractor.

Employee Status to the State of New Hampshire

Contractor employees shall in all respects be independent of the State and in no way considered employees of the State.

Work Reports

Complete work reports shall be supplied via e-mail directed to the Contracting Officer or his/her designee, on a daily basis, and listing each job performed during the previous work day and the status of the job along with an estimated completion date. The report will be used to close out service requests and trouble tickets. Reports must be provided in .xls (or current MS Excel format) or .csv format. Invoiced services without close out reports will be rejected as incomplete.

Dispatch

The Contractor must provide office dispatch personnel, accessible by dialing a single toll free telephone number. Dispatch personnel shall have direct access to technicians. Personnel shall be knowledgeable of service requests, scheduling, technician activity and customer billing. Said personnel shall be available at all times during the business hours of 7:30 a.m. to 4:30 p.m. local time, Monday through Friday, excluding State holidays. In addition, the Contractor must provide the State with an emergency number to request services during non-standard work times. When called, the State contact shall receive a Contractor return call within 15 minutes of initial call.

E-mail Availability

The Contractor shall maintain e-mail availability throughout the term of the Contract, with e-mail being reviewed and addressed every hour of operation. The State may communicate with the Contractor in all respects through e-mail as desired by the State. Contractor systems must be capable of receiving and interpreting current version Adobe, MS Word, Excel, Visio and AutoDesk AutoCAD files.

CONTRACTOR STAFF

Both the State and the Contractor shall provide a contract manager and associated staff for the administration of any resulting contract.

Primary Contractor Contacts

The Contractor shall provide a primary contracting officer for all services provided to the State.

Contractor Account Management

The Contractor single point of contact for the State shall be provided with a team of Contractor representatives to work in conjunction with the State regarding supported equipment or services.

Invoicing Service Support

The Contractor shall provide dedicated financial representatives knowledgeable in the Contractor invoicing systems, associated input, and corrective activities to resolve billing, call detail, equipment programming, and data discrepancies.

Skilled Technicians and Laborers

The Contractor shall provide all labor required to complete service requests. When the job requirements allow, the Contractor may use Laborer and Technician level employees to complete tasks. Use of laborers must be approved by the State in advance of any service work. The competency level of each position must abide by the following requirements.

- Technicians
 - Technicians shall be skilled and experienced, manufacturer certified, working in accordance with the most modern engineering and trade practices, and be BICSI (Building Industry Consulting Services International) trained or certified. **Proof of technician certification must be provided prior to award of contract and when requested by the State.** All work shall present a neat appearance and shall adhere to applicable industry standards.

The Contractor shall provide a list of technical education achievements for each Technician utilized for State jobs. Those employees listed may be changed throughout the duration of the Contract. All technicians working on State job assignments shall be approved by the State prior to commencing work. The Contractor shall request State approval and acceptance of Technicians one week prior to dispatch to any site. Acceptable requirements shall include one or more of the following:

1. Associate degree in electronics or communications from a recognized college or university with one year experience;
 2. A certificate of achievement of applicable subject matter from a recognized technical school with two years' experience;
 3. Technician certification provided through a telecommunication equipment manufacturer that provides a structured certification program and two years' experience;
 4. An Installer 2 (or higher) certificate of achievement from BICSI.
- Laborers
 - Laborers may be used to assist a technician(s) when the job requires that more than one Contractor employee be used to complete a job. Use of laborers shall be approved by the State in advance of any service work. Laborers shall work directly under the guidance of a Technician and not be the sole employee providing service at a job site. Laborers shall be defined as any Contractor employee not certified as a Technician, but possessing one year or more job experience.
 - A contract for labor services only shall not be awarded.

Account Team Access

The Contractor shall provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor account team. General toll free numbers shall be provided for telephone and facsimile services on a statewide basis.

Licenses, Permits, and Inspections

The Contractor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction, which bears on the performance of its work or provisioned equipment. The Contractor shall pay for all licenses, permits, and inspection fees required for its work. The Contractor shall furnish

copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work. The equipment and installation shall conform in all respects to Local and State codes and relevant FCC rules and regulations (BICSI, IEEE, and industry standards).

INTERFACING WITH OTHER CONTRACTORS

During and after installation, Contractors may be required to contact alternate Contractors to resolve problems if they occur. The State will mediate in the event of unresolved conflicts. Contractors shall attend any meetings called by the State to resolve conflicts without additional charges being imposed on the State.

Attendance shall follow the timeframes as defined in the repair definitions within this document. Contractors shall abide by State resolution of all such conflicts, and perform services as directed by the State.

Safety And Security Procedures And Standards

All installations shall be conducted in a manner equal to or better than the normal safety and security procedures and standards established by the local, State, individual State Agency, federal or industry authorities and shall at no time place State facilities or its occupants in jeopardy.

DEBRIS

The Contractor shall remove on a daily basis, all materials and debris associated with installations or services relating to the terms of this contract. Contractor shall provide refuse containers for collecting and disposing of all refuse associated with Contractor installations. Contractor shall not use refuse containers belonging to the State or other Contractors working on sites. Each technician shall have as part of their equipment inventory a broom, dust pan and vacuum.

The Contractor shall be called back to any location, requiring "clean-up" if the work site is found untidy with scrap materials immediately following service. All such return service shall be at the Contractor's expense.

Immediately following any buried facility installation ("cable plowing"), the Contractor shall provide the associated clean-up per industry standards and to the satisfaction of the State.

In compliance with RSA 277-A known as the Workers Right to Know Act, the Contractor shall provide Material Safety Data sheets (MSD) with the delivery of any and all products covered by said law. Copies of MSD sheets shall be forwarded to the Bureau of Statewide Communications prior to job completion.

OBLIGATIONS and LIABILITY OF THE CONTRACTOR:

The Contractor 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. Contractor 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 the 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 the Contract(s) and also in accordance with Contract(s) drawings.

The Contractor shall take all responsibility for the work under the 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. The Contractor shall in no way be relieved of its 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 Contractor shall bear all losses resulting to it or its employees or agents, or to the State 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 differed from what was estimated or expected, or on account of the weather, elements or other causes.

The Contractor 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.

ADDITIONAL BID SPECIFICATIONS:

The Vendor will perform all services according to the requirements and specifications of this bid.

1. **MATERIALS AND EQUIPMENT**

All materials provided by the Contractor shall be new of original equipment manufacturer (OEM). The Contractor shall be responsible for obtaining materials at the best possible price and charge the State no more than cost +10%. The Contractor shall supply copies of itemized invoices with its billing to the State for verification of costs. Lack of itemized invoices shall result in the State's refusal to accept Contractor bills. Items shall be defined by the requirement of each individual job. Items shall be limited only to the extent of the Contractor's prospective product line. Items may be added to or deleted from the product line at any time.

2. **DETAILED INVOICES**

Invoices shall be submitted after completion of work to the Department of Safety, Bureau of Statewide Telecommunications. Delivery to any other office may result in non-payment. If properly delivered, payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

It is the responsibility of the Contractor to present detailed Time and Material (T&M) work completion forms in duplicate for each service performed on a per job, per day basis. Contractor invoices shall not be accepted without the appropriate material invoices and complete T&M work form(s). Only invoices delivered to the Department of Safety, bureau of Statewide Telecommunications will be honored. Sample is provided in Attachment A. Detailed invoices must be provided within 30 days of completion of work.

3. **SIGNED TIME AND MATERIAL DOCUMENTS**

Both copies of the Time and Material (T&M) document shall be signed by the State's representative on site at the time of job completion verifying that the job activity or full completion has taken place for the time stated on the T&M. One copy of the T&M shall remain with the site contact. A second copy shall be returned to the Bureau of Statewide Communications with the actual Contractor invoice. Final invoices without accompanying signed T&M shall be rejected back to the Contractor.

4. **TIME & MATERIAL DOCUMENT ITEMS**

Each T&M work order shall be forwarded to the Bureau of Statewide Communications along with, or prior to, billing and office payment. At a minimum, T&M invoices shall contain the information included in Attachment A - Sample Daily Time and Material Invoice.

Contractor shall report hours worked per technician(s) and laborer(s) (from and to time of day) and the total hours worked at the reported site on the reported day. Hours worked shall be listed in ½ hour increments (rounded up) per employee on job site, from the actual time of arrival to the time of departure, with a minimum billing allowance of one (1) hour. Time to travel to and from a site shall not be included in the labor hours charged. Travel time and mileage charges shall not be accepted. Overextending job requirements to utilize two technicians where one could perform a task in a reasonable manner shall not be accepted. Efficiency of personnel is a major concern. The State, at its own discretion, may refuse any invoice based on inefficient use of labor.

5. **TRAVEL**

Contractor shall be responsible for the transportation of personnel to the job site. The State shall not be charged mileage or labor during travel time including that time required to acquire or deliver supplies.

6. **PAYMENT**

Payment shall be due the Contractor within 30 business days of delivery of invoice and associated documentation as defined within this document.

7. **SERVICE REGIONS**

The Contractor shall bid services based upon the region in which service is provided. Contractors must propose services for all regions. The term "Region" shall include all sites within the geographic areas defined as:

REGION 1, The counties of Coos, Carroll, Belknap and Grafton New Hampshire

REGION 2, Concord, New Hampshire area (Including all sites within 10 aerial miles of the State House)

REGION 3, All areas south of Region 1 excluding Region 2

A count of State lines in designated facilities is included in Attachment B.

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.

	Region 1 Evaluation # of Hrs	Laborer Rate/Hr	Technician Rate/Hr
M-F 8-4:30PM	50	\$ _____	
	500		\$ _____
M-F Overtime	5	\$ _____	
	25		\$ _____
Weekend & Holidays	5	\$ _____	
	10		\$ _____
	Region 2 Evaluation # of Hrs	Laborer Rate/Hr	Technician Rate/Hr
M-F 8-4:30PM	750	\$ _____	
	7500		\$ _____
M-F Overtime	40	\$ _____	
	200		\$ _____
Weekend & Holidays	75	\$ _____	
	150		\$ _____
	Region 3 Evaluation # of Hrs	Laborer Rate/Hr	Technician Rate/Hr
M-F 8-4:30PM	100	\$ _____	
	1000		\$ _____
M-F Overtime	10	\$ _____	
	50		\$ _____
Weekend & Holidays	10	\$ _____	
	20		\$ _____

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid 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 #

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.

CONTRACTOR CAPABILITIES

Denote Contractor abilities to service equipment below. Expand equipment listings to reflect additional capabilities. Items that do not apply to the bidder shall be listed as N/A (service Not Available). Add comments as necessary to further explain capabilities. The State reserves the right to request service from Contractors for additional equipment.

EQUIPMENT	NO. OF CERTIFIED EMPLOYEES	COMMENTS
General Facilities Service Work	_____	_____
Mitel	_____	_____
NEC Elite	_____	_____
NEC Aspire	_____	_____
NEC NEAX	_____	_____
Valcom	_____	_____

Indicate additional equipment servicing capabilities below.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACHMENT A
SAMPLE DAILY TIME AND MATERIAL WORK COMPLETION FORM**

Customer: State of New Hampshire **Agency:** Department of Corrections

Location: 281 North State Street, Concord **Contact:** Dennis Leclerc

TSR#: 79990

Service Performed: Move extension from Room 118 to Room 120. Replaced broken jack.

Install telephone jacks and extensions 9989 in Room 120, 9888 in Room 121, 9999 in Room 221.

Add 8 LAN drops in Rooms 120, 121, 124, 213 and 220.

Materials List

Item Description	Manufacturer	Quantity
Telephone USOC jack	Hubble	4
Cat 5E data jack	Hubble	8
4 pair station cable	Beldon	1800'

Work Date: 02/23/2006

Employee Name	Status (L-Laborer, T-Technician)	Start Time (24 Hour Clock)	End Time (24 Hour Clock)	Hours Worked
John Doe	T	8:00	12:00	4.0
Jane Smith	L	8:00	12:00	4.0
Eliot Ness	T	8:00	12:00	4.0

Total Hours Charged: Laborer - 4.0 Technician - 8.0

Notes: Job complete. Site contact has requested additional assistance from State Bureau of Statewide Communications.

Site Contact Signature: _____ Date: _ / _ / _

Telcom. Sec. Approval: _____ Date: _ / _ / _

Note: *This form is provided as a sample. Other Contractor forms containing duplicate information are acceptable.*

ATTACHMENT B
State Office Municipality Locations and Telephone Number Counts

MUNICIPALITY	ALLOTTED TELEPHONE NUMBERS	MUNICIPALITY	ALLOTTED TELEPHONE NUMBERS
ALEXANDRIA	2	FRANCONIA	23
ALLENSTOWN	15	FRANKLIN	31
ALSTEAD	1	FREEDOM	1
ALTON	3	GILFORD	20
ANDOVER	1	GLEN	2
ANTRIM	1	GLENCLIFF	15
ASHLAND	2	GLENDALE	1
ATKINSON	5	GOFFSTOWN	48
BEDFORD	22	GORHAM	27
BELMONT	17	GRANTHAM	2
BERLIN	479	GREENFIELD	4
BETHLEHEM	1	GREENLAND	3
BOSCAWEN	6	GREENVILLE	1
BRENTWOOD	9	GROVETON	2
BRETTON WOODS	1	HAMPSTEAD	2
BRISTOL	6	HAMPTON	44
BROOKLINE	1	HAMPTON FALLS	1
CAMBRIDGE	2	HANCOCK	2
CAMPTON	1	HANOVER	1
CANAAN	2	HARTS LOCATION	3
CANDIA	6	HENNIKER	2
CANTERBURY	2	HILLSBORO	2
CARROLL	1	HILLSBOROUGH	5
CENTER HARBOR	1	HINSDALE	1
CENTER OSS�PEE	1	HOLDERNESS	3
CENTER STRAFFORD	1	HOLLIS	2
CHARLESTOWN	2	HOOKSETT	43
CHESTER	1	HOPKINTON	1
CHESTERFIELD	1	HUDSON	1
CHICHESTER	1	INTERVALE	3
CHOCORUA	4	JACKSON	2
CLAREMONT	172	JAFFREY	17
COLEBROOK	14	JEFFERSON	1
COLUMBIA	1	KEENE	281
CONCORD	11389	KINGSTON	4
CONWAY	138	LACONIA	543
CORNISH	1	LANCASTER	40
DALTON	1	LEBANON	24
DERRY	25	LEE	2
DOVER	52	LEMPSTER	1
DURHAM	14	LINCOLN	10

MUNICIPALITY	ALLOTTED TELEPHONE NUMBERS	MUNICIPALITY	ALLOTTED TELEPHONE NUMBERS
ENFIELD	10	LISBON	1
EPPING	12	LITTLETON	137
ERROL	3	LONDONDERRY	20
EXETER	8	LOUDON	1
FARMINGTON	1	MANCHESTER	787
MARLBOROUGH	3	SANBORNTON	3
MARLOW	1	SEABROOK	11
MEREDITH	2	SOMERSWORTH	117
MERRIMACK	31	SPRINGFIELD	5
MILAN	10	STEWARTSTOWN	2
MILFORD	19	STODDARD	3
MILTON	2	STRAFFORD	1
MONROE	1	STRATHAM	2
MOULTONBOROUGH	2	SUNAPEE	2
NASHUA	620	SUTTON	2
NEW BOSTON	1	SWANZEY	8
NEW CASTLE	2	TAMWORTH	15
NEW DURHAM	1	TEMPLE	1
NEW HAMPTON	8	THORNTON	2
NEW LONDON	2	TILTON	220
NEWBURY	4	TUFTONBORO	2
NEWFIELDS	2	TWIN MOUNTAIN	13
NEWINGTON	1	WAKEFIELD	1
NEWPORT	17	WALPOLE	1
NORTH CHATHAM	1	WARNER	3
NORTH CONWAY	2	WARREN	1
NORTH HAMPTON	5	WASHINGTON	1
NORTH HAVAERHILL	1	WEARE	2
NORTH HAVERHILL	16	WENTWORTH	2
NORTH WALPOLE	1	WEST CHESTERFIELD	2
NORTHWOOD	1	WEST LEBANON	2
NOTH HAVERHILL	1	WEST OSSIPEE	2
NOTTINGHAM	6	WEST SWANZEY	1
ORFORD	1	WESTMORELAND	1
OSSIPEE	18	WHITEFIELD	3
PELHAM	1	WILMOT	1
PEMBROKE	1	WILTON	1
PETERBOROUGH	5	WINCHESTER	3
PINKHAM	1	WINDHAM	8
PITTSBURG	9	WOLFEBORO	2
PITTSFIELD	2	WOLFEBORO FALLS	4
PLAISTOW	7	WOODSVILLE	2

MUNICIPALITY	ALLOTTED TELEPHONE NUMBERS
PLYMOUTH	25
PORTSMOUTH	692
RAYMOND	2
RINDGE	2
ROCHESTER	47
ROLLINSFORD	1
RUMNEY	1
RYE	10
SALEM	137

Subject: Sample (To be completed at time of award)

1.0 AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone #	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contract(s)ing Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued

appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT(S) PRICE/PRICE LIMITATION/ PAYMENT.

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

6. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

7. PERSONNEL.

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

8. EVENT OF DEFAULT/REMEDIES.

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACT(S). The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

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

14. INSURANCE.

14.1 The Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Vendor, or any subVendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.