

YOU MAY EMAIL YOUR BID TO ALAN HOFMANN AT: EMAIL PRCHWEB@NH.GOV

BID INVITATION FOR CONTRACT: VEHICLE LEASING WITH MAINTENANCE SERVICES

[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 #1873-16 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; or
 - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

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

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the ____ day of _____, 2016, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

Form P31-B

Unless specifically amended or deleted by the Division of Procurement and Support Services, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

GENERAL CONDITIONS AND INSTRUCTIONS:

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid opening, unless otherwise specified in the RFB timeline. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
3. **TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
5. **DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.
6. **INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.
7. **PERSONNEL.**
 - 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
 - 7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.
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 ("Events of Default"):
 - 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
 - 8.1.2. failure to submit any report required hereunder; or
 - 8.1.3. failure to perform any of the other covenants and conditions 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; and
 - 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 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; and
 - 8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
 - 8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
9. **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, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver 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 default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, 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 nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. 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 on, 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 shall survive the termination of this agreement.

12.1 PATENT PROTECTION. The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. 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 below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. 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.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. 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.

**BID INVITATION FOR:
A CONTRACT FOR: VEHICLE LEASING WITH MAINTENANCE SERVICES**

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for Vehicle Leasing with Maintenance Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page 1 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 under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property 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.

TIMELINE:

The timeline below is provided as a general guideline and is subject to change.

4/18/2016	Bid Solicitation distributed on or by
4/22/2016	Last day for questions, clarifications, and/or requested changes to bid
5/3/2016	10:00 AM (EST) Bid Opening
5/31/2016	Estimated Notification(s) to Award to apparent low bidder/s

CONTRACT TERM:

The term of the contract will be for a two (2) year period set to commence upon Governor and Executive Council approval and shall expire twenty four (24) months after commencement or until the last vehicle leased completes the stated five year lease term. When the term of the contract expires, the State shall not lease any new vehicles under this contract.

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.

GOVERNING TERMS AND CONDITIONS:

A responding bid that has been completed and signed by Vendor's representative will constitute Vendor's acceptance of all State of New Hampshire terms and conditions and will legally obligate Vendor to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

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.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

From the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and will no longer be allowed to proceed in the award process.

TERMINATION:

The State of New Hampshire shall have the right to terminate this contract 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 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://das.nh.gov/purchasing/>
- **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://das.nh.gov/Purchasing>.

VENDOR RESPONSIBILITY:

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

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

In preparation of your bid response, you shall:

- Complete the pricing information in the "Offer" section; and
- Complete all other required information on your offer; and
- Complete the "Vendor Contact Information" section; and
- 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 Contractor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37;

Section 1.3	Contractor Name
Section 1.4	Contractor Address
Section 1.11	Contractor Signature
Section 1.12	Name & Title of Contractor 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 below on Page 7.
- Provide certificate of workers' compensation.
- 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.

REQUEST FOR CHANGES AND/OR CLARIFICATION:

Any Questions must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid. Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question. Any questions, clarifications, and/or requested changes must be received in writing at the Bureau of Purchase and Property no later than 4:00 PM as listed in the timeline above. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions must be submitted by E-mail to Alan Hofmann at the following address: alan.hofmann@nh.gov

ADDENDA:

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on any addenda on its web site. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is

<http://das.nh.gov/Purchasing/vendorresources.asp>.

WARRANTY REQUIREMENTS:

Successful Vendor shall be required to warranty all of the equipment awarded to Vendor for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

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 the bid price** at the time of the bid.

BID RESULTS:

Bid results may be viewed when available, once an award has been made, on the following website:

<http://das.nh.gov/purchasing>.

For Vendors wishing to attend the bid Opening: **Names of the Vendors submitting responses and pricing will be made public.**

ABILITY TO PROVIDE:

Successful Vendor must be capable of providing each State of New Hampshire with the entire requirements of this bid invitation and any resulting contract without any delay or substitution.

AUDITS AND ACCOUNTING:

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor shall provide the State with a complete and accurate accounting report of all products and quantities ordered by each agency and institution (and by any political sub-divisions and authorized non-profit organizations, if applicable) upon request.

The use of a private delivery carrier **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

ESTABLISHMENT OF ACCOUNTS:

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account numbers as well. Should any State of New Hampshire agency (or sub-section of an agency) place an order under the contract, the successful Vendor agrees to establish an account within three (3) business days from the date the order is placed. However, there must be no delay in any shipment; the agency (or sub-section of the agency) must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for the agency. Accounts for eligible participants will be in accordance with their individual requirements.

The successful Vendor shall not require the filling out or signing of any other document by State of New Hampshire personnel.

AWARD CRITERIA:

Each bid submitted will be evaluated according to the criteria described in "Award" below.

It is the intent of The State of New Hampshire to award up to three contracts. The State of New Hampshire shall award the contract(s); to the Vendor(s) submitting the lowest cost bid that meets or exceeds the specifications of this RFB.

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

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

AWARD:

Award shall be made based on the lowest cost PER LINE ITEM (COMBINING YEAR 1 & 2) for leasing services as calculated on the Offer Section. You do not have to bid on all line items, only the items you can provide a lease vehicles for.

Total cost for leasing services in the Offer Section shall be calculated in the following manner.

- Step 1: Calculate the Total Monthly Fee per Vehicle
Total Monthly Fee = Monthly Base Price per Vehicle + Monthly Maintenance Fee per Vehicle + Monthly Other Fees per Vehicle.
- Step 2: Calculate the Total Monthly Cost
Total Monthly Fee per Vehicle * Estimated Order Quantity
- Step 3: Subtotal the Monthly cost for all vehicles ordered
Sum the Total Monthly Cost for Lines 1001 through 1006
- Step 4: Calculate the cost of a 5 year lease for all vehicles ordered during the year
Subtotal of Total Monthly Cost * 60 month lease term
- Step 5: Calculate the Total Cost for Leasing Services

VENDOR'S DO NOT HAVE TO BID ON ALL LINE ITEMS

VENDOR'S MUST SUBMIT PRICING ON ALL BOXES (Monthly base price per vehicle, Monthly maint. fee per vehicle, Monthly other fees, Total monthly fee per vehicle and Total monthly cost =number of vehicles) LISTED IN THE OFFER SECTION THEY ARE BIDDING ON- PARTIAL BIDS WILL NOT BE ACCEPTED.

IF AN ITEM IS NO CHARGE TO THE STATE OF NEW HAMPSHIRE, THE VENDOR SHALL ENTER \$0.00 IN THE OFFER.

AVAILABILITY OF FUNDS:

The State's obligation to pay the Vendor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any amount for any service shall arise unless funds are available each fiscal year to the participating agency. The State shall have the right to terminate any leases under this agreement immediately upon giving the vendor notice of such termination without liability for residual value or wear and tear on the vehicle.

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 to the State's satisfaction.

PAYMENT:

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

F.O.B.:

The F.O.B. shall be destination to the following delivery/installation point:
At the requesting agencies location located in the State of New Hampshire

CONTRACT AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost by Line Item(COMBINING YEAR 1 & 2). The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract (s).

SPECIFICATION COMPLIANCE:

Vendor's offer must meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor as to what meets or exceeds the required specifications.

Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment offered by the Vendor must be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

The manufacturer(s) and/or model(s) indicated in this bid are equivalent to the type and quality required. You may bid different make(s) and model(s); however, your offer must match or exceed the one(s) indicated and you must demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that don't meet the minimum standards will not be accepted. Product literature and specifications may be enclosed.

SCOPE OF SERVICES:

This contract will be used by the state of New Hampshire to establish a municipal lease program so participating agencies can lease automobiles for use by its employees in the performance of their duties.

Minimum Qualifications

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

- Vendor shall have no conflict of interest with regard to any other work performed by the firm or by the State of New Hampshire. Please confirm.
- Vendor must have a minimum of three (3) year's experience leasing vehicles to public sector clients (federal, state and/or local government).

- Vendor must allow the Department of Administrative Services, Director of Procurement and Support Services to reassign leased vehicles and the associated maintenance between state agencies, as needed, pursuant to [NH RSA 21-l:19-g](#), [NH RSA 21-l:19-h](#), [NH RSA 21-l:19-i](#) (to view each RSA, please click on each respective link).
- Vendor must adhere to the instructions in this RFB on preparing and submitting a bid. Failure to provide complete responses to all the questions and information requests set forth in this RFB is grounds for rejection of your RFB response.
- Reference Verification: Vendor's may be required to provide 3 business references to which they have supplied related services. All Vendor's must utilize the form provided in Attachment 2; each reference form must be completed by the reference on the vendor's behalf. The State reserves the right to contact any reference, if deemed necessary.

Lease Term

If a contract is awarded, the Department of Administrative Services will authorize the successful Vendor's to provide municipal leasing services to the State for twenty four (24) months which shall commence upon Governor and Executive Council approval. When the twenty four (24) month term is completed, the State shall not place any orders for new leases under this contract.

During that twenty four (24) month term, the State may place orders for one or more leases, each with a sixty (60) month duration. At the end of each vehicle's sixty (60) month lease the State will own the vehicle. Any orders issued during the effective term of the municipal leasing services contract and not completed during that term shall be completed by the Vendor within the time specified in the order. The fee in effect at the time each order is placed shall remain in effect for the duration of the corresponding vehicle lease.

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

The unit price in effect at the time each delivery order is placed shall remain in effect for the full five (5) year term of the lease or until the State returns the vehicle to the Vendor. Vehicles shall be delivered by the vendor to the State within ninety (90) days of the order date. Adjustments to the delivery timeframe must be due to extenuating circumstances and must be agreed upon by the agency placing the order. The lease term shall not initiate until delivery is received.

Vehicle Requirements

All vehicles must be new when delivered (max 200 miles). Exterior color shall be the State's choice of the manufacturer's standard colors. Interior color and materials shall be coordinated with the exterior color. Interior materials will be fabric or vinyl per the agency's discretion. Model, type, engine size, transmission, battery and suspension shall be as specified in the table below. Note that the make and model provided below are examples only and the awarded contract will identify the specific model offered and accepted by the State. This list shall be reviewed annually by the contracted vendor and the State to adjust manufactures and vehicle types as necessary.

Models

Line Number	Item Description	Model Type* (or similar)	Engine	Transmission	Battery	Suspension	
1001	Mid Size 4 Door Sedan	Chevrolet Malibu	V-4 minimum (E85 capable if available)	Automatic	Heaviest duty available	Standard	
		Ford Fusion					
		Chevrolet Impala					
		Other as Specified					
1002	Compact 4 Door Sport Utility Vehicle (SUV)	Ford Escape XLT	V-4 minimum (E85 capable if available)	Automatic	Heaviest duty available	Standard	
		Chevrolet Traverse					
		Other as Specified					
		Other as Specified					
1003	Mid Size 4 Door SUV	Chevrolet Tahoe	V-6 minimum (E85 capable if available)	Automatic	Heaviest duty available	Heaviest duty available	
		Ford Explorer SE					
		Other as Specified					
		Other as Specified					
1004	Extended Cab Pickup Truck	Chevrolet 1500	V-6 minimum (E85 capable if available)	Automatic	Heaviest duty available	Heaviest duty available	
		Ford F-150					
		Other as Specified					
		Other as Specified					
1005	Large Crew Cab Full Size Pickup Truck	Chevrolet 2500	V-8 minimum (E85 capable if available)	Automatic	Heaviest duty available	Heaviest duty available	
		Ford F-250					
		Other as Specified					
		Other as Specified					
1006	Mid Size 4 Door, 7 Passenger Minivan	Dodge Grand Caravan	V-6 minimum (E85 capable if available)	Automatic	Heaviest duty available	Standard	
		Ford Transit					
		Chrysler Town & Country					
		Other as Specified					
2001	Mid Size 4 Door Sedan-Hybrid	Honda Civic	Gas-Electric I4 1.5liter; Gas-Electric I4 2.5 liter	Automatic	Heaviest duty available	Standard	
		Ford Fusion					
		Toyota Camry					
		Other as Specified					
2002	Mid Size 4 Door Sedan-Compressed Natural Gas	Honda Civic	4 cylinder	Automatic	Heaviest duty available	Standard	
		Other as Specified					
3001	Ford Police Interceptor Sedan	to include 12P - interior upgrade, 13C Dark car feature					
		19D Badge Delete, 65L Wheel Covers, 53M Sync Basic, 76R Reverse sensor, 60P Remote keyless entry fob & CW Cloth front buckets/cloth rear					
3002	Ford Police Interceptor Sedan AWD	to include 12P - interior upgrade, 13C Dark car feature					
		19D Badge Delete, 65L Wheel Covers, 53M Sync Basic, 76R Reverse Sensor, 60P Remote keyless entry fob & CW Cloth front buckets/cloth rear					
3003	Ford Police Interceptor Utility AWD	to include 65U - interior upgrade, 43D Dark car feature					
		16D Badge Delete, 65L Wheel Covers, 53M Sync Basic, 76R Reverse Sensor, 595 Remote keyless entry fob & FW Cloth front buckets/cloth rear					

* Models listed are accepted examples and open for modification. Please provide your lowest cost option meeting the requested specifications. At a minimum, each vehicle must include the manufacturer's standard options in addition to the features shown in the table below. Note that the awarded contract will identify all features offered and accepted by the State.

Feature	SECTION 1						SECTION 2		SECTION 3		
	1001	1002	1003	1004	1005	1006	2001	2002	3001	3002	3003
	Mid Size 4D Sedan	Compact 4D SUV -	Mid Size 4D SUV	Ext. Cab Pickup	Large Crew Cab Pickup	Mid Size 4D Mini Van	Hybrid	CNG	FORD POLICE INTERCEPTOR SEDAN	FORD POLICE INTERCEPTOR SEDAN AWD	FORD POLICE INTERCEPTOR UTILITY AWD
Air conditioning	X	X	X	X	X	X	X	X	X	X	X
AM and FM stereo radio	X	X	X	X	X	X	X	X	X	X	X
Anti-lock brakes	X	X	X	X	X	X	X	X	X	X	X
Anti-theft system	X	X	X	X	X	X	X	X	X	X	X
AWD / 4 wheel drive		X	X	X	X					X	X
Bluetooth	X	X	X	X	X	X	X	X	X	X	X
Clock	X	X	X	X	X	X	X	X	X	X	X
Cruise control	X	X	X	X	X	X	X	X	X	X	X
Driver and passenger front airbags	X	X	X	X	X	X	X	X	X	X	X
Front and rear floor mats	X	X	X	X	X	X	X	X	X	X	X
Intermittent windshield wipers	X	X	X	X	X	X	X	X	X	X	X
Power assisted brakes	X	X	X	X	X	X	X	X	X	X	X
Power steering	X	X	X	X	X	X	X	X	X	X	X
Rear window defogger	X	X	X			X	X	X	X	X	X
Rear window wiper and washer			X			X					
Spare tire with jack	X	x	x	x	x	x	x	x	x	x	
Steel belted radial all season tires	X	X	X	X	X	X	X	X	X	X	X
Traction control						X					
Trailer towing package Class III				X	X						

Title, Registration and Inspection

The successful Vendor shall retain title to the vehicles until the residual value of \$1.00 payout is completed. The State shall be responsible for registering and inspecting each vehicle during the lease term.

Liability and Physical Damage Insurance

The State of New Hampshire is self-insured and shall provide liability and physical damage insurance for the leased vehicles.

Maintenance Services

The Vendor shall provide all manufacturers' recommended preventative maintenance and all repairs on all vehicles leased via this contract. The cost for all maintenance shall be included in the prices provided by the Vendor. All vehicles shall be maintained at the facilities identified in the Vendor's proposal. Maintenance services shall be performed at facilities located no farther than ten (10) miles outside of the city of the employee's headquarters. A list of anticipated headquarters is available under "Vehicle Quantities and Locations. For the purposes of quoting Maintenance Services, it is assumed that the average annual mileage will be 18,000 miles per vehicle. The maintenance program must cover, but is not limited to, the following items:

Leasing Contract

Full Maintenance Program

Category	Description
Preventative Maintenance	All preventative maintenance recommended by the manufacturer.
Post - Warranty	Extends any warranty covered components. Including but not limited to: window regulators, wiper motors, wiper arms, starter motors, ignition, A/C service, sensors, brakes, exhaust, shocks, struts, pumps, transmission, drive train, engine, radios, etc.
Major Mechanical Failures	All major and minor mechanical failures are covered. Including but not limited to: transmission, engine re-builds, power steering racks, a/c components, HVAC, etc. NOTE: this does NOT include any items related to physical damage or negligence.
Tires	To be priced out as an option on a separate sheet with pricing and details
Excluded Items	Body work, glass repair/replacement, rental vehicles and mechanical failures due to neglect.

Note that the use of a subcontracted maintenance company is allowed. Successful vendor(s) shall provide the State with quarterly maintenance reports.

Roadside Assistance

The Vendor shall provide the State with a roadside assistance toll free telephone number that is in operation 24 hours per day, 7 days per week. In addition, the Vendor shall be responsible for arranging for roadside assistance for dead batteries, flat tires, mechanically inoperable vehicles, and towing. With the sole exception of towing expenses related to an accident, the Vendor shall be responsible for all costs associated with providing roadside assistance. In the event that the Vendor incurs expenses related to towing a vehicle involved in an accident, the Vendor may request reimbursement from the State for the actual towing costs incurred. Note that the use of a subcontracted towing company is allowed.

Accident Damage

Repair of all accident damage shall be the responsibility of the State including but not limited to arranging for repair estimates, appraisals and coordinating all claims.

Other Conditions

The vendor shall provide a replacement vehicle of equal size and style for any automobile leased hereunder that requires maintenance or repairs for which the Vendor is responsible when such maintenance or repairs cannot be completed within forty-eight (48) hours. The replacement vehicles shall be provided at no additional charge to the State; however, the Vendor will not be required to provide a replacement for a vehicle out of service less than forty-eight (48) hours or of the first forty-eight (48) hours of a longer out of service period, at no additional charge. The State may provide the Vendor forty-eight (48) hour advance notice of any requirement for a replacement vehicle.

If repairs are needed and the Vendor is not able to perform repairs due to time, distance, emergency, or other constraints, at the facility identified in the Vendor's proposal, the State reserves the right to have the repairs performed at a facility of its choosing. In such instances, the State shall contact the Vendor for approval prior to the use of an alternate facility, with said approval not being unreasonably withheld. The Vendor shall reimburse the State in full for their cost and shall be responsible for the payment of highway road service and towing fees.

The State may install specialized radios or other safety equipment into the vehicles. All installation of such equipment shall be considered normal wear and tear.

The responsibility of the State to the Vendor includes the payment of a firm, fixed monthly lease charge as set forth in Leasing Services in the Offer Section, for each vehicle, with an unlimited mileage allowance, and with no adjustment for variation in actual depreciation.

OFFER:

Successful Vendor hereby offers to sell the required items to the State of New Hampshire at the following price(s):

Please see attached excel pricing pages

ATTACHMENT 1

COMPANY PROFILE

Company Information

Company Name:

Business Address:

Phone Number:

Facsimile Number:

Website Address:

Number of Employees:

Length of Time Business has
been in existence:

Contact Information for this Solicitation

Contact Name:

Phone Number:

Email Address:

Business Overview / Background

Additional Comments :

ATTACHMENT 2 - BUSINESS/CORPORATE REFERENCE

MAY BE REQUESTED UPON AWARD

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

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

Name of the person providing the reference: _____

Title of person providing the reference: _____

Organization name of person providing the reference: _____

Telephone number of the person providing the reference: _____

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

Is your organization currently under contract with the Respondent? _____

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

How many years have you done business with the Respondent? _____

Please provide dates: _____

Was the Respondent selected on price, experience or other? _____

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

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

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

Were you pleased with their overall work and timeliness? _____

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

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

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 5/8/15)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

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	
Date:			
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) <i>(if applicable)</i>			
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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, 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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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