

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: Ronald Cormier
Telephone: (603)-271-1895
Facsimile: (603) 271-4092
Email: Ronald.cormier@doc.nh.gov

RE: **Bid Invitation Name: FINANCIAL SERVICES FOR A TRUCK CAB AND CHASSIS WITH A DRY FREIGHT BOX BODY**
Bid Number: 2017-191
Bid Opening Date and Time: 11/22/2016 @ 10:00 AM

Dear Ronald Cormier:

[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 #2017-191 for Financial Services for a truck cab and chassis with a dry freight box body at the prices quoted herein in complete accordance with the bid.

_____ is authorized to legally obligate _____
Print Signor Name _____ Print Company Name

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. The Bid is effective for a period of 180 days from the Bid submission deadline.
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.

Vendor's official point of contact is: _____

Telephone: _____ Email: _____ Fax: _____

Authorized Signor's Name Printed _____

Authorized Signor's Signature _____

COUNTY: _____ STATE: _____ ZIP: _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the ____ day of _____, 2014, there appeared before me, the state and county foresaid a person who satisfactorily identified _____ and acknowledge that he executed this document indicated above.

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 A CONTRACT TO PROVIDE FINANCIAL SERVICES FOR
A TRUCK CAB AND CHASSIS WITH A DRY FREIGHT BOX BODY**

PURPOSE:

This is a request for bid issued by the Department of Corrections to establish a contract for Financial Services for a truck cab and chassis with a dry freight box body in accordance the requirements of this bid invitation and any resulting contract).

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.

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 has been awarded.

Complete bids shall be filled out on original bid format. All pricing shall be on 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 issuance.

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

The term of the contract shall be from the date of award for a period not to exceed sixty (60) months.

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:

Non-appropriation / fiscal funding:

The State of New Hampshire shall have the right to terminate the contract without penalty, if the agency does not receive the necessary appropriation funding beyond each fiscal year.

VENDOR CERTIFICATIONS:

All Vendors must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors must have a completed Vendor Application Package 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): <https://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: <https://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 monthly to the requesting agency. Payment shall be paid after receipt of invoice and acceptance by the agency.

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Ronald Cormier, Department of Corrections, at ronald.cormier@doc.nh.gov, or Telephone number: 603-271-1895. 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 Department of Corrections 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 the Department of Corrections may be grounds for disqualification.

VENDOR(S) OPPORTUNITY:

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.

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 "General Conditions and Instructions" page, and sign the bid in the space provided on that page.

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

- Section 1.3 Contractor(s) Name
- Section 1.4 Contractor(s) Address
- Section 1.11 Contractor(s) Signature
- Section 1.12 Name & Title of Contractor(s) Signor
- Section 1.13 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 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 SUBMISSION:

This bid may have been delivered to you in a facsimile or web based format. Vendor shall return their signed complete hard copy or complete fax copy offers to the Department of Corrections before the date and time above in "Bid Submission".

Submission of bid in its entirety via mail, facsimile (603-271-4092) or email - to: ronald.cormier@doc.nh.gov
Ronald Cormier
State of New Hampshire
Department of Corrections
281 North State Street
Concord NH 03301

Bid responses shall be marked as:

STATE OF NEW HAMPSHIRE BID #2017-191
DUE DATE: 11/22/2016 @ 10:00 AM EST
FINANCIAL SERVICES – LEASE -TRUCK CAB AND CHASSIS WITH A DRY FREIGHT BOX BODY

AWARD:

The award will be made in total to the responsible vendor meeting the criteria established in this RFB and providing the lowest cost from the monthly amount, not the price of the vehicle. The State reserves the right to reject any or all bids or any part thereof.

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

NOTIFICATION AND AWARD OF CONTRACT:

Bid results will not be given by telephone. Vendors submitting responses will be made public. Bid results will be made public after final approval of the contract and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

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

SCOPE OF SERVICES:

The purpose of this bid is to provide Financial Services for a truck cab and chassis with a dry freight box body

WARRANTY REQUIREMENTS:

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

PERFORMING SERVICES:

The Vendor will perform all services according to the requirements and specifications of this bid and the New Hampshire Department of Administrative Services.

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.

SCOPE OF SERVICES:

100% financing of vehicle.

Mileage: Unlimited

Term: Thirty Six (36), Forty Eight (48) or Sixty (60) months.

Titling: The Contractor will title the vehicles in the state agencies name with the Contractor as the lien holder.

Down payment: None.

Security deposit: None.

Insurance: The State of New Hampshire is self-insured.

Maintenance: Agency responsibility

Termination: Non-appropriation / fiscal funding: The State of New Hampshire shall have the right to terminate the contract without penalty, if the agency does not receive the necessary appropriation funding beyond each fiscal year.

End of term: The state will retain the vehicle at the end of the agreement with a \$1.00 buyout.

F.O.B.:

The F.O.B. shall be destination to the following delivery point:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
281 NORTH STATE STREET
CONCORD NH 03301

QTY UNIT DESCRIPTION

1 EACH NEW, 2016 MODEL YEAR OR NEWER, TRUCK CAB AND CHASSIS WITH 12' DRY FREIGHT BOX BODY AS PER THE FOLLOWING MINIMUM D.O.C. SPECIFICATIONS

PRICE THAT TRUCK CAB AND CHASSIS WITH BODY IS BASED ON \$ _____

MONTHLY PAYMENT FOR A PERIOD OF 36 MONTHS \$ _____

MONTHLY PAYMENT FOR A PERIOD OF 48 MONTHS \$ _____

MONTHLY PAYMENT FOR A PERIOD OF 60 MONTHS \$ _____

VENDOR'S MUST SUBMIT PRICING ON ALL THREE MONTHLY PAYMENT PERIODS TO BE CONSIDERED

DELIVERY TIME:

Note: Delivery is to be accomplished no later than 120 days ARO. However delivery will be accepted sooner.

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

General: The intent of this Specification is to describe the State of New Hampshire Department of Corrections requirements for a truck cab and chassis with a dry freight body.

SCOPE OF SERVICES

STANDARD SPECIFICATION -TRUCK, CAB & CHASSIS, DUAL WHEEL-11,000# -2WD
TO INCLUDE ALL MANUFACTURERS STANDARD FEATURES INCLUDING

GROSS VEHICLE WEIGHT RATING:	MINIMUM 11,000 POUNDS
CAB:	EXTENDED CAB – NO CREW CABS
AXLE:	4X2
ENGINE: TYPE / CYL / CD	GASOLINE / 8 CYLINDER
TRANSMISSION:	AUTOMATIC
BRAKES:	POWER, ABS, ALL WHEEL
STEERING:	POWER
MIRRORS:	EXTENDABLE CAMPER TYPE MIRRORS
AIR CONDITIONING (FACTORY)	YES
CRUISE CONTROL (FACTORY)	YES
WIPERS, INTERMITTENT	YES
AM/FM RADIO:	YES
UPHOLSTERY - FRONT-BENCH	VINYL, 40-20-40 OR DRIVER'S SEAT & DUAL OCCUPANT FOLDING FORWARD
REAR:BENCH	VINYL. BELTS AND HEAD RESTRAINTS
FLOOR MATS:	VINYL OR RUBBER
DAYTIME RUNNING LIGHTS:	YES

DRY FREIGHT BOX BODY

DIMENSIONS:	(THESE DIMENSIONS ARE APPROXIMATE) OUTSIDE DIMENSIONS: 12' L X 96" W
SUB-FRAME:	3" I-BEAM CROSS MEMBERS, 12" CENTERS WITH 3" STRUCTURAL LONG RAIL
FLOOR:	1-1/8" LAMINATED HARDWOOD
REAR DOOR:	ROLL-UP –88" W X 88" H, TWO (2) GRAB HANDLES
REAR FRAME:	GALVANNEALED STEEL, INCLUDES BUILT-IN HEADER DESIGN, CLEARANCE LIGHT PROTECTOR AND RAIN DEFLECTOR, CURBSIDE AND ROADSIDE GRAB-HANDLES
THRESHOLD:	STEEL GALVANIZED ANGLE FLUSH TO REAR
EXTERIOR:	SIDES: ALUMINUM Z, 16" CENTER CURBSIDE SIDES: ALUMINUM Z, 16" CENTER ROADSIDE SIDES: .040 ALUMINUM PREPAINTED WHITE FRONT: AERODYNAMIC STAINLESS Z-POST FRONT: .040 ALUMINUM PREPAINTED WHITE ROOF: .032 ONE-PIECE ALUMINUM WITH ANTI SAG ROOFBOWS ON 24" CENTER
LIGHT:	TWO (2) INTERIOR DOME LIGHTS WITH SWITCHES. ONE (1) AT REAR INTERIOR OF THE BODY AND ONE (1) INSIDE THE CAB.
REAR BUMPER:	3/16" STEEL DIAMOND PLATE TOP SURFACE ON 12" DOCK BUMPERS FULL WIDTH AND ICC UNDERRIDE (IF NO LIFTGATE) WITH ONE PAIR OF 4" X 12" D-SHAPED HOLLOW BUMPER BLOCKS INBOARD.
EXTERIOR LIGHTS:	PER FMVSS RECESSED LED TAILLIGHTS IN REAR CORNER POSTS
MUD FLAPS:	ANTI-SAIL, 24" X 36" BLACK – NO LOGOS OR ADVERTISING
REFLECTORIZATION:	CONSPICUITY TAPE SIDES AND REAR
SPARE TIRE CARRIER:	YES
RAMP:	10' LONG X 28" WIDE - ALUMINUM WALK RAMP INCLUDES A STEEL POCKET FRAME FOR UNDER-TRUCK MOUNTING, WITH LINKAGE TO PREVENT THE RAMP FROM FALLING OUT. RAMP IS CONSTRUCTED OF LIGHTWEIGHT WELDED ALUMINUM THAT WILL NOT RUST AND FEATURES NON-SLIP SERRATIONS FOR EXTRA GRIP. AN INTEGRAL MANUALLY OPERATED SPRING-LOADED LOCK SECURES THE RAMP INTO THE FRAME. HAND LOOPS ARE INCLUDED TO ASSIST WITH RAMP DEPLOYMENT.

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.