

YOU MAY EMAIL YOUR BID TO LORETTA RAZIN AT: EMAIL [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)

**BID INVITATION FOR CONTRACT: DMP ALARM CONTROLLER UPGRADE TO INTRUSION SYSTEM**

[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 #42-17 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. 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:  
DMP ALARM CONTROLLER UPGRADE TO INTRUSION SYSTEM (SUPPLY & INSTALL)**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract with the State of New Hampshire for the supply and installation of the item(s) indicated in the "Offer" section 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.

**\*\*\*SPECIAL INSTRUCTIONS\*\*\***

**FOR SECURITY REASONS, FLOOR PLANS WILL ONLY BE PROVIDED TO BIDDERS UPON WRITTEN REQUEST.**

Requests must be submitted by E-mail to Loretta Razin at the following address: [Loretta.Razin@NH.Gov](mailto:Loretta.Razin@NH.Gov).

**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](mailto: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.

8/26/2016	Bid Solicitation distributed on or by
9/7/2016	Last day for questions, clarifications, and/or requested changes to bid <b><u>or to request copies of floor plans</u></b>
9/16/14/2016	1:30 (EST) PM Bid Opening
9/23/2016	Estimated Notification of Award to apparent low bidder

**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 OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits and addenda) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of RSA 21-G: 37.

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, after final

negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in the following manner: If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note "confidential" beside the highlighting. Use of any other term, such as "proprietary", "not for public use", or "for client's use only", is not acceptable.

2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked "confidential," clearly noting to which section or part of the bid or proposal the segregated materials pertain.

You must also provide a letter to the person listed as the point of contact for this RFB or RFP, identifying the specific page number and section of the information you consider to be confidential information and provide your rationale for each designation.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Bids or proposals submitted with markings not in conformity with the foregoing provisions of this request for submission, or submitted without an explanation of the Vendor's rationale for a confidentiality designation, may be deemed not to comply with the requirements of the bid or proposal (subject to correction and cure).

Notwithstanding any provision of this request for submission to the contrary, proposed pricing will be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the 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 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 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.

**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: <https://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 (if applicable); 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.

**CERTIFICATE OF INSURANCE:**

Prior to being awarded a contract the Vendor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State.

**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 on the date 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 Loretta Razin at the following address: [Loretta.Razin@NH.Gov](mailto:Loretta.Razin@NH.Gov).

**SITE VISITATION:**

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the site of the intended installation, to determine everything necessary to accomplish the installation. **Call Chris Peterson at 603-271-2207** to make an appointment to view the site of the intended installation. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete installation.

**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 our web site any Addenda. Before your submission and periodically prior to the RFB closing, **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <https://das.nh.gov/Purchasing/vendorresources.asp>.

**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 (including credit card transaction fees), 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.

*Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the bidder".*

**BID RESULTS:**

Bid results may be viewed when available, once the award has been made, on our web site only at: <https://das.nh.gov/purchasing>.

For Vendors wishing to attend the bid opening, please be advised that: **Only the names of the Vendors submitting responses and total cost 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.

**INSTALLATION REQUIREMENTS:**

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

**DELIVERY TIME:**

The successful Vendor shall deliver and install any item awarded under the contract within ninety (90) business days from the award of a contract.

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

**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.

**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.

**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 and/or Procurement Card (P-Card –Visa Credit Card). Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**F.O.B.:**

The F.O.B. shall be destination to the following delivery/installation point: Administrative Services  
Various Locations  
See Offer Sheet (Page

**REQUISITION NO.:** 166299

**CONTRACT AWARD:**

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total. 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.

**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 manufacturers and/or product numbers indicated are the only ones that are acceptable under this bid invitation. DMP Alarm Controller manufacturing/distribution only.

## SPECIFICATIONS:

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. Section includes alarm control panel, and communication wiring.

#### 1.2 REFERENCES

- A. Standards:
  - 1. UL 1635 Digital Burglar Alarm Communicator System Units.
  - 2. UL 1076 Proprietary Burglar
  - 3. UL 1610 Central Station Burglar Alarm Units
  - 4. UL 1023 Household Burglar Alarm System Units

#### 1.3 SYSTEM DESCRIPTION

- A. Intrusion Detection System: Install new Digital Monitoring Products Incorporated Panel DMP XR550N series to allow the existing system to be connected to the State's network using the System Link software. There are (28) DMP controller panels currently in use.
- B. Zoning: Existing

#### 1.4 SUBMITTALS

- A. Product Data: Submit catalog data showing electrical characteristics and connection requirements.
- B. Virtual server specifications: Provide virtual server specifications for System Link database/application to reside in a virtual server environment and assist with database installation.
- C. Provide a list any other software license requirements and fees such as SQL, etc. needed to migrate and manage the alarm database to a server application/database. This software is to be included in cost and any upgrades or latest versions available.
- D. Explain in detail how alarm controller panels communicate with Alarm Company.
- E. Provide an implementation strategy (phased vs. big bang) for tie in work between existing system controllers and new system controllers to eliminate unwanted down time of the intrusion detection system. (28 DMP controllers)
- F. Test Reports: Indicate procedures and results for specified field testing and inspection.
- G. Manufacturer's Field Reports: Indicate activities on site, adverse findings, and recommendations.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of intrusion detection equipment.
- B. Operation and Maintenance Data: Submit manufacturer's standard operating and maintenance instructions.

#### 1.6 WARRANTY

- A. A copy of the manufacturer's warranty for all equipment and materials shall be provided. Warranty shall be for all equipment, materials, installation, and workmanship for a minimum of three (3) years, unless otherwise specified.

1.7 MAINTENANCE AND MONITORING SERVICES

- A. Monitoring of existing alarm systems is not part of this contract.
- B. Maintenance of existing alarm systems is not part of this contract.

1.8 MAINTENANCE MATERIALS

- A. Spare parts and maintenance products.

**PART 2 PRODUCTS**

2.1 CONTROL PANEL

- A. Manufacturers:
  - 1. Digital Monitoring Products Model XR 550N series with an Ethernet connectivity capability. No Substitute manufacturers.
- B. Product Description: Modular control panel with flush/surface wall-mounted enclosure depending on location.
- C. The panel shall have an over current notification LED that lights when devices connected to the Keypad Bus and LX-Bus(es) draw more current than the panel is rated for. When the over current LED lights, the LX-Bus (es) and Keypad bus are shut down.
- D. Power supply: Adequate to serve control panel modules, remote detectors, remote annunciators, relays, and alarm signaling devices.
- E. System Supervision: Furnish electrically supervised system, with supervised alarm initiating and alarm signaling circuits. Component or power supply failure places system in alarm mode.
- F. Initiating Circuits: Supervised zone module with alarm and trouble indication.
- G. Signal Circuits: Supervised signal module, sufficient for signal devices connected to system as well as addressable initiating detection devices and an integrated supervised dual line digital communicator; occurrence of single ground or open condition a place circuit in trouble mode and does not disable circuit from transmitting alarm.
- H. Remote Station Signal Transmitter: Electrically supervised, capable of transmitting alarm and trouble signals over telephone lines to central station receiver.
- I. Auxiliary Relays: Furnish sufficient SPDT auxiliary relay contacts [for each detection zone] to provide accessory functions specified.
- J. Occupied/Unoccupied Selector: Key pad function.
- K. Zone Bypass Switch: Key pad function.
- L. System Bypass Switch: Key pad function.
- M. Alarm Reset: Key-accessible reset function resets alarm system out of alarm when alarm initiating circuits have cleared.
- N. Entry and Exit Time Delays: 45 seconds Adjustable.
- O. Control unit must be "Flash ROM" updatable, and program must be held in non-volatile RAM. The panel shall be able to function while the update is in process.

2.2 TEST FUNCTION

- A. The system shall include a provision that permits testing from any alphanumeric keypad. The test shall include standby battery, alarm bell or siren, and communication to the central station.
- B. The system shall include a provision for an automatic, daily, weekly, thirty (30) day, or up to sixty (60) day communication link test from the control panel installation site to the central station.

2.3 Software

- A. The system shall interface with computer software with the capability to fully program the panel by connecting to the panel through:
  - Direct cable connection interface card
  - Receiver phone line connection
  - Standard phone line connection
  - Ethernet network connection
  - Network connection across the Internet
- B. The system shall interface with computer software capable of locking down all controlled doors.
- C. The system shall interface with computer software capable of monitoring and logging all events.
- D. The system shall interface with computer software capable of exporting reports in the following file formats:

Excel spreadsheet (*.xls)	Text (*.txt)
Rich Text (*.rtf)	Comma-separated (*.csv)
Windows Metafile (*.wmf)	HTML document (*.htm)
QuickReport (*.qrp)	

- E. The system shall interface with computer software capable of printing custom, filtered reports including: (will require advanced reporting module)

All Events	Door Access Granted
Zone Action	Door Access Denied
Arming/Disarming	Opening/Closing Schedule Changes
Area Late to Close	System Monitors
User Code Changes	System Events

- F. The system software shall be compatible with Windows 10 Operating System PCs/laptops and utilizing Internet Explorer 11 web browser.

2.4 WIRE AND CABLE

- A. Product Description: Plenum Cable: Power limited cable classified for fire and smoke characteristics, copper conductor, 300 volts insulation rated 105 degrees C, suitable for use in air handling ducts, hollow spaces used as ducts, and plenums.

- B. Product Description: TIA/EIA 568, 100-ohm, unshielded twisted pair plenum rated cable, CAT 6 network cable.
- 2.5 Keypad (Required to replace old style DMP or not compatible with the new interface panel)
- A. DMP 7100 Thinline Series Keypads
  - B. 32-character alphanumeric LCD keypad in a sleek design with backlit keyboard, self-test diagnostics, three 2-button Panics, keyboard includes number keys only, supervised or unsupervised operation, alert sounder, armed and AC LED. Keypad turns red in alarm condition. (8.5-15 VDC)
  - C. The system shall support a maximum of sixteen (16) keypads with alphanumeric display. Each keypad shall be capable of arming and disarming any system area based on a pass code or Proximity key authorization. The keypad alphanumeric display shall provide complete prompt messages during all stages of operation and system programming and display all relevant operating and test data.
  - D. Communication between the control panel and all keypads and zone expanders shall be multiplexed over a non-shielded multi-conductor cable, as recommended by the manufacturer. This cable shall also provide the power to all keypads, zone expanders, output expanders, and other power consuming detection devices.
  - E. If at any time a keypad does not detect polling, the alphanumeric display shall indicate "SYSTEM TROUBLE". If at any time two devices are programmed for the same address, the alphanumeric keypad shall display "4 WIRE BUS TROUBLE". If at any time a keypad detects polling but not for its particular address, the alphanumeric display shall indicate "NON POLLED ADDR". The system shall display all system troubles at selected keypads with distinct alphanumeric messages.
  - F. The keypad shall include self-test diagnostics enabling the installer to test all keypad functions: display test, key test, zone test, LED test, relay test, tone test, and address test.
  - G. The keypad shall provide an easy-to-read English text display. The text shall exactly match the text seen in all software reports, keypad displays, and central station reports.
  - H. The keypad user interface shall be a simple-to-use, menu-driven help system that is completely user friendly.
  - I. The control panel shall support a keypad interface accessible on the World Wide Web in a browser window. The web-accessible keypad interface shall provide at least five (5) programmable hyperlinks for camera access or other use.

## **PART 3 EXECUTION**

### **3.1 EXAMINATION**

- A. Section 01300 - Administrative Requirements: Coordination and project conditions.
- B. Verify surfaces to receive detection devices are ready for installation.
- C. Non mandatory Site Visits are recommended to verify equipment. All site visits must be coordinated with the Bureau of General Services and require minimum 24 hour notice. Point of contact is Chris Peterson 603-271-2207

### **3.2 EXISTING WORK**

- A. Network wiring from the controller panel to the State's network will be by the State.
- B. Disconnect and remove abandoned intrusion detection equipment.
- C. Maintain access to existing intrusion detection equipment and other installations remaining active and requiring access. Modify installation or provide access panel.
- D. Extend existing intrusion detection installations using materials and methods compatible with existing installations, or as specified.

- E. Clean and repair existing intrusion detection equipment remaining or to be reinstalled.
- F. Replace eight (6) obsolete keypads not compatible with Specified DMP controller with DMP 7100 Series Thinline LCD Keypad at locations specified in building site list.

3.3 INSTALLATION

- A. Work Hours: All work will take place during Normal Business Hours 8 AM to 4:30 PM Monday to Friday. Work scheduled outside of normal hours must be approved by Bureau of General Services.
- B. Install required conductors to connect the new panel to the existing system.
- C. Install engraved plastic nameplates.
- D. Ground and bond intrusion detection equipment and circuits in accordance with the National Electrical Code.

3.4 FIELD QUALITY CONTROL

- A. Testing, adjusting, and balancing.
- B. Perform 100% system testing to include verification of all alarm protocols including CentrAlarm response.
- C. Test in accordance with manufacturer’s recommendations.

3.5 MANUFACTURER'S FIELD SERVICES

- A. Quality Requirements: Manufacturer’s field services.
- B. Coordinate with vendors that hold State of New Hampshire Burglar Alarm maintenance and repair contracts.
- C. Furnish services of technician to supervise installation, adjustments, final connections, system testing, and Owner training.

3.6 DEMONSTRATION AND TRAINING

- A. Furnish four hours total of instruction for four persons, to be conducted at a project site with manufacture’s representative or factory trained technician.

**VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

Contact Person	Local Telephone Number	Toll Free Telephone Number
Fax Number	E-mail Address	Company Website
Vendor Company Name	DUNS #	
Vendor Address		

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

**OFFER:**

Vendor hereby offers to furnish to the State of New Hampshire agencies in accordance with all of the requirements of this bid invitation at the following prices.

Building	Address in Concord NH	Alarm Controller Mfg.	Keypad type	Parts, Warranty Price/ Location	Labor Cost	Labor Hrs.
<b>Hazen Drive sites</b>						
Materials And Research	5 Hazen Dr.	DMP	OK	\$	\$	
Morton Bldg.	7 Hazen Dr.	DMP	OK	\$	\$	
HHS/DES LABS	29 Hazen Dr.	DMP	OK	\$	\$	
Safety	33 Hazen Dr.	DMP	1 Old Style	\$	\$	
HHS CORE	29 Hazen Dr.	DMP	OK	\$	\$	
ASDC	27 Hazen Dr	DMP	OK	\$	\$	
Fish & Game	11 Hazen Dr.	DMP	OK	\$	\$	
<b>Downtown Sites</b>						
LOB	33 N State St	DMP	OK	\$	\$	
Legislative Office Bldg, State House Complex	33 N State St	DMP	OK	\$	\$	
State House Fire Panel	107 N. Main St.	DMP	OK	\$	\$	
White Farm	144 Clinton St.	DMP	OK	\$	\$	
State House Visitors Center	107 N. Main St.	DMP	OK	\$	\$	
Library	20 Park St.	DMP	OK	\$	\$	
State House Annex	25 Capital St.	DMP	OK	\$	\$	
Dept. of Justice	33 Capitol St.	DMP	OK	\$	\$	
Storrs Warehouse	12 Hills Ave.	DMP	OK	\$	\$	
Old Revenue	64 South St.	DMP	OK	\$	\$	
Upham Walker	18 Park St.	DMP	OK	\$	\$	
Old Labor Building	19 Pillsbury St.	DMP	OK	\$	\$	
**Bridges House	21 Mountain Road	DMP	OK	\$	\$	
<b>Hospital Grounds</b>						
Johnson Hall	107 Pleasant St.	DMP	OK	\$	\$	
Dept. of Revenue/M&S Bldg.	109 Pleasant St.	DMP	OK	\$	\$	
Walker Building	21 S. Fruit St.	DMP	OK	\$	\$	
Londergan Hall	101 Pleasant St.	DMP	OK	\$	\$	
<b>Smokey Bear Blvd</b>						
Mechanical Services	33 Smokey Bear	DMP	2 Old Style	\$	\$	
EOC/ IPOC	110 Smokey Bear	DMP	1 Old Style	\$	\$	
<b>Out of Town</b>						
Monadnock Mill	17 Water Street Claremont	DMP	1 Old Style	\$	\$	
Monadnock Mill	17 Water Street Claremont	DMP	1 Old Style	\$	\$	
Upgrade Qty.		28 DMP Alarm Controllers	6 Old Style Keypads	\$	\$	
<b>Total</b>				\$ -	\$ -	
<b>Total Parts, Labor, Warrantee and Training:</b>				<b>\$ -</b>		

**FLOOR PLANS: (BIDDERS MUST REQUEST COPIES IN WRITING)**

The following layout/plans are an integral part of this bid invitation:

19 Pillsbury St  
27 Hazen DMP controller location map  
27 N State St Basement Plan  
5-7 Hazen Drive DMP Maps 0001  
5-7 Hazen Drive DMP Maps 0002  
64 South St First Fl Plan  
Bridges House Basement Flr Plan  
Claremont  
DMV Basement Flr Plans  
DMV First Flr Plan  
DOS Basement Flr Plan (2)  
DOS Basement Flr Plan  
DOT Mechanical Services Part A  
DOT Mechanical Services Part B  
EOC Basement  
Fish and Game Garage Carpenter Shop  
Hills Ave Controller  
Hills Ave First Floor Plan  
Hills Ave Second Flr Plan  
Hills Ave Switch Room  
Johnson Hall Basement Flr Plan  
Library Controller  
LOB Basement Flr Plan  
LOB Second Flr Plan  
LOB Switch  
Londergan Hall Basement Flr Plan  
Old Labor Bldg Basement Flr Plan  
PHL 29-27 Hazen DMP controller location  
maps0001  
PHL 29-27 Hazen DMP controller location  
maps0002  
PHL 29-27 Hazen DMP controller location  
maps0003  
Revenue Administration First Flr Plan  
Spaulding Hall basement flr plan  
Spaulding Hall First Flr Plan  
Spring St Walk-In Ground Flr  
State House Annex Basement Flr Plan  
State House Basement Flr Plan  
State Library Flr Plan  
Upham Walker Controller  
Upham Walker  
Walker Bldg Basement Flr Plan  
White Farm

# 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 (if applicable)			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
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.