Dear Sir or Madam,

The Department of Transportation, Bureau of Turnpikes is soliciting proposals for Sponsorship of the Turnpike Motorist Service Patrol (MSP) for the period of three (3) years, ending on November 30, 2022. The term of the agreement may be extended for two (2) – 2 year options (RFB TPK 2019-05).

The proposal shall specify the annual sponsorship amount (no bids lower than $75,000 annually accepted). Sponsorship includes the vendor’s logo, trademark, branding, wrapping and/or marketing message on four MSP vehicles on the Turnpikes system, as well as MSP written material and on the Bureau’s website. The four MSP vehicles operate approximately 6656 hours per year along the F.E.Everett Turnpike (Central), Blue Star Turnpike (I-95) and the Spaulding Turnpike (NH 16).

Specifications and proposal forms are enclosed. Proposals must be completed on regular proposal forms. Contact Margaret Blacker at 603-485-3806 with questions.

Proposals shall be placed in two envelopes, with the inner envelope sealed and plainly marked: “Bid for Motorist Service Patrol, NHDOT, Bureau of Turnpikes” and addressed to Bureau of Turnpikes, Turnpikes Administration, 53 Regional Drive, Concord, NH 03301.

Sealed proposals shall be received and deposited in the bid box at the location specified above prior to 2:00 o’clock p.m., prevailing time on Wednesday September 11, 2019, at which time they will be opened and read aloud. It shall be the bidders responsibility to ensure the proposal is deposited as specified. Proposals delivered to the bureau by alternative means to hand-delivery are submitted at the sole risk of the bidder. The Department will not accept responsibility for any reason if the proposal is not deposited in the bid box by the specified time and date. Proposals received after the time for opening bids will be returned to the bidder unopened.

The right is reserved to waive any informalities in or to reject any or all proposals.

Sincerely,

Margaret S. Blacker
Business Administrator
REQUEST FOR BID
(RFB TPK 2019-05)

FOR THE

SPONSORSHIP OF THE

NHDOT BUREAU OF TURNPIKE'S

MOTORIST SERVICE PATROL

2019
NHDOT Motorist Service Patrol Vehicle
Table of Contents

Section I  Introduction

Section II  General Requirements and Conditions of Motorist Service Patrol Sponsorship

Section III  Sponsorship Selection Process

Section IV  Sponsorship Proposal Form

Section V  Motorist Service Patrol and Bureau of Turnpike Statistics

Section VI  Motorist Service Patrol Truck Vehicle Specifications

Section VII  Future Concepts

Section VIII  Complimentary Letters

Section IX  Appendix
Section I: Introduction

This contract bid document is issued by the NH DOT Bureau of Turnpike (BOT) to seek an official sponsor (the Vendor) of the BOT Motorist Service Patrol program (MSP). It is the BOT’s intent to enter into an agreement with the highest bidding vendor above the minimum guarantee amount as determined by the BOT. See Section II Contract Terms.

The highest bidding Vendor above the minimum stated guarantee amount will become the official Sponsor of the BOT’s MSP program.

The official sponsorship of the BOT’s MSP Program shall include the costs of swapping out all of the Vendor’s logo/trademark/branding/wrapping and/or marketing message (Advertising) during the contract on all of the dedicated MSP vehicles as well as the removal at the termination of the contract by the Vendor.

The Vendor’s Advertising will be officially included in or on the following:

- The four (4) MSP vehicles.
- Signage will be posted on the Turnpike advising motorists of MSP sponsorship in accordance with official highway signage rules and regulations.
- All written material where MSP is featured.
- Reference to MSP on the BOT’s website (http://www.nh.gov/dot/orm/operations/turnpikes/index.htm.com) will include sponsorship.
- Customer informational and satisfaction handouts will be supplied by the Vendor and note the sponsorship.

Motorist Service Patrol Introduction

The BOT’s MSP program was established in the spring of 2010. The purpose was and continues to be to assist and provide service for Turnpike patrons experiencing motor vehicle problems while traveling on the Turnpike.

- The Safety Patrol will operate various times depending on the Turnpike as noted below:
  - Along I-95 from the Massachusetts state line to Exit 7 in Portsmouth and Spaulding Turnpike from the I-95 interchange to Exit 16 in Rochester starting the weekend prior to Memorial Day weekend to the weekend after Labor Day for the following hours:
    - Monday – Thursday 5:00 – 8:00 AM & 3:30 – 7:00 PM (26)
    - Friday 5:00 – 8:00 AM & Noon – 8:00 PM (11)
    - Saturday 9:00 AM – 5:00 PM (8)
    - Sunday Noon – 8:00 PM (8)
Note: The I-95 Schedule will be subject to change during the I-95 Bridge construction Project #16189 Portsmouth, NH – Kittery, ME scheduled through May 2022 as needed.

- Along I-95 and Spaulding Turnpike as noted above from the Sept to May outside the duration noted above for the following hours:
  - Monday – Thursday 5:00 - 8:00 AM & 3:30 - 7:00 PM (26)
  - Friday 5:00 - 8:00 AM & 3:30 – 8:00 PM (7.5)

- Operate year round along Central Turnpike from the Massachusetts state line on the FEE to I-93 Exit 14 in Concord with two trucks for the following hours. **Southern truck will operate from the Massachusetts state line to Bedford Toll and Northern truck will operate from Bedford Toll to Exit 14 in Concord.**
  - Monday – Thursday 5:00 - 8:00 AM & 3:30 - 7:00 PM (26)
  - Friday 5:00 - 8:00 AM & Noon* - 8:00 PM (*7.5 or 11)
  - Sunday Noon – 8:00 PM (8)
  *3:30 PM start time on Friday afternoons during the non-summer timeframe described above

### MSP PATROL ROUTE
#### AREA AND MILEAGE COVERED

**Blue Star Turnpike:** I-95 Massachusetts border to Maine border
16 Miles (Northbound & Southbound)

**Spaulding Turnpike (NH 16):** I-95 interchange to Exit 16 in Rochester.
22 Miles (Northbound & Southbound)

**Central Turnpike:**
- Southern- Mass border to the Bedford Toll Plaza,
  17 miles (Northbound & Southbound)
- Northern- Bedford Toll Plaza to Exit 14 in Concord
  22 miles (Northbound & Southbound)

### Motorist Service Patrol

The BOT MSP Program consists of four (4) MSP vehicles, which are pick-up trucks with crew cabs and utility bed bodies. The vehicles are equipped with fuel cells to replenish fuel-depleted vehicles, an impact wrenches to remove lug nuts, a compressor to inflate soft tires, a floor jack, jumper cables, lock-out tools, water, push bumper, flares, emergency lighting, State radio and cellular phone.
History of the NHDOT – Bureau of Turnpike (BOT)

General Description
The Turnpike System presently consists of 89 miles of limited access highway, 36 miles of which are part of the U.S. Interstate Highway System. The Turnpike System comprises a total of approximately 656 total lane miles. Since beginning operations in 1950, the Turnpike System has contributed significantly to the economic development of New Hampshire, providing mobility for goods and services, while also playing a major role in the growth of the tourism industry in the State. The Turnpike System is comprised of three limited access highways: The Blue Star Turnpike (I-95) and the Spaulding Turnpike, which are collectively referred to as the Eastern Turnpike, and the F.E. Everett Turnpike, also known as the Central Turnpike.

The Hooksett Welcome Centers along I-93, NB and SB, feature a 24-hour country store, a food court featuring a 1950's Hi Way Diner, Quick Service Restaurant (Country Deli/sandwich shop, pizza and burger shop and a Village Bakery/Coffee Shop). Other services include an Irving Oil gas station with 16 pumps, a NH Bank (NB side only), with expanded bathrooms and parking. Additionally, a 20,000 square foot Liquor and Wine Outlet operated by the State’s Liquor Commission and a visitor/tourist desk operated by the Department of Business and Economic Affairs are located within each facility. The Seabrook Welcome Center along I-95 NB provides a tourist/visitor information desk, bathrooms and vending machines. Motorist services are located near most interchanges on the Turnpike System and are privately operated. State operated liquor stores are also located at two sites along the Blue Star Turnpike (I-95).

The Eastern Turnpike

Blue Star Turnpike (I-95)
The Blue Star Turnpike segment of the Turnpike System extends from the Massachusetts state line in Seabrook, New Hampshire to the Maine state line in Portsmouth, New Hampshire. It is 16.2 miles in length and constitutes a portion of U.S. Interstate Highway 95.

The Blue Star Turnpike serves as the major connecting road between the states of Maine and Massachusetts. It also parallels the seacoast and, as such, is the major artery for tourist traffic to the New Hampshire coast from Massachusetts and Maine. The route also connects with several major highways in New Hampshire, including Route 101, Route 4 and the Spaulding Turnpike. Two toll plazas are located in Hampton, one for main line traffic and one for vehicles entering and leaving the Turnpike System at NH Route 101. Hampton also has both a maintenance and park and ride facility to encourage car-pooling.

Spaulding Turnpike
The Spaulding Turnpike segment of the Turnpike System, extends from the traffic circle in Portsmouth, New Hampshire to Exit 18 in Milton, New Hampshire. It is 33.2 miles in length and is the major north-south artery in the eastern corridor of the state.
This segment of the Turnpike System connects the Blue Star Turnpike (I-95) to NH 16 (the major roadway to northern New Hampshire in the eastern portion of the state), and it connects the major cities of eastern New Hampshire (Portsmouth, Dover and Rochester) as well as several major highways (US 4, NH 16, NH 125, and I-95).

It has two toll plazas located in Dover and in Rochester, two maintenance facilities also located in Dover and Rochester, and a park and ride facility at Exit 9 in Dover. In addition, for the convenience of the Turnpike System patrons, park and picnic facilities are provided at Hilton Park in Dover.

**F.E. Everett Turnpike (Central Turnpike)**

The F.E. Everett Turnpike, commonly known as the Central Turnpike, extends from the Massachusetts state line in Nashua, New Hampshire to Exit 14 in Concord, New Hampshire. It is 39.5 miles in length and constitutes a portion of U.S. Interstate Highways 93 and 293. The Central Turnpike connects three urban centers in New Hampshire (the cities of Concord, Manchester, and Nashua). The route also intersects with the major east-west roads of Route 101, Route 4 and I-89.

Five toll plazas are located on the Central Turnpike: two at Hooksett (main line and ramp), a main line plaza in Bedford, and ramp plazas at Exit 11 and Merrimack Industrial Interchange in Merrimack. There are maintenance facilities in Nashua, Merrimack and Hooksett. Park and Ride facilities are provided in Hooksett and Nashua. In addition, there are two full service Welcome Centers facilities that includes the sale of gas located both Northbound and Southbound in Hooksett for the convenience of Turnpike System patrons.

### Traffic Statistics

<table>
<thead>
<tr>
<th>Traffic Statistics</th>
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<tbody>
<tr>
<td><strong>Blue Star Turnpike (I-95)</strong></td>
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<tr>
<td>Southern section (vicinity of exit 1):</td>
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</tr>
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<td>Central section (Hampton off plazas):</td>
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</tr>
<tr>
<td>Northern section (vicinity of exit 7):</td>
<td>81,954</td>
</tr>
<tr>
<td><strong>Spaulding Turnpike</strong></td>
<td></td>
</tr>
<tr>
<td>Southern section (Little Bay Bridge):</td>
<td>70,054</td>
</tr>
<tr>
<td>Northern section (vicinity of exit 9):</td>
<td>48,594</td>
</tr>
<tr>
<td><strong>F.E. Everett Turnpike (Central Turnpike)</strong></td>
<td></td>
</tr>
<tr>
<td>Nashua between Exits 5&amp;6</td>
<td>125,001</td>
</tr>
<tr>
<td>Bedford Toll</td>
<td>49,466</td>
</tr>
<tr>
<td>Hooksett Toll</td>
<td>77,846</td>
</tr>
</tbody>
</table>
Section II: General Requirement and Conditions of the MSP Sponsorship Proposal

Site Visit

A site visit to view the vehicle can be provided on August 28, 2019 if requested. Please contact Dix Bailey by August 26, 2019 3:30 PM to make arrangements.

Dix Bailey  
Maintenance Supervisor, Bureau of Turnpikes  
(603) 485-3806

Questions Regarding the Contract bid document

The Vendor should carefully examine the requirements of the Contract bid document. The Vendor may request in writing, clarification of any provision of this Contract bid document. Questions on the part of perspective vendor shall be sent in writing to the BOT no later than August 30, 2019 and please send these questions by Fed Ex, DHL or UPS to:

Business Administrator  
Bureau of Turnpikes  
53 Regional Dr,  
Concord, NH 03301

All written questions or requests for clarification may also be sent by facsimile transmission to (603) 485-2107

Failure on the part of any Vendor to receive an answer to any such question or request for clarification shall not relieve such respondents from the requirements of this Contract bid document.

Bid Preparation

Proposals in response to this bid must be received no later than 2:00 PM EST on September 11, 2019 at the following address:

Business Administrator  
Bureau of Turnpikes  
53 Regional Dr,  
Concord, NH 03301

All bids must be hand delivered or delivered via FedEx, DHL, or UPS. The U.S. Postal Service doesn’t deliver to this address.
Contract Term

The existing Sponsorship contract ends on November 30, 2019.

The Vendor shall be fully prepared to commence work after full execution of the Sponsorship Contract by the parties, and receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Vendor’s initial term will begin on the Effective Date and extend through three (3) years ("Initial Term") and expire no later than November 30, 2022. The Sponsorship term may be extended by two (2) additional two (2) year terms ("Extended Term") subject to the sole option of the State to continue at the "Initial Term" sponsorship amount with the same required governmental approvals, but not limited to, Governor and Executive Council of the State of New Hampshire approval.

The Vendor shall commence work upon issuance of a Notice to Proceed (NTP) by the State.

Sponsorship Fee

The winning Vendor will be responsible for paying the BOT the annual sponsorship fee within (5) five business days after given notice to proceed. For all remaining years, the sponsorship fee will be paid to the BOT on the anniversary date of the contract approximate date. The BOT intends to enter into a contract with the highest eligible responsive and responsible bidder above the minimum guarantee amount. The BOT reserves the right to suspend, withdraw, amend or supplement this document contract including all appendices, exhibits, and addenda, at any time prior to the opening of bids. Bidders are hereby notified that no officer, agent or employee of the BOT is authorized to amend any provision contained in the proposal unless such amendment is put into the form of an addendum and posted on our website. The BOT reserves the right to reject any bid not submitted in conformance with the requirements stated herein or which it deems non-responsive or non-responsive.

The BOT reserves the right to waive any deviation or defect in a bid if, in the BOT’s sole judgment, such deviation or defect is not material to the substance of the bid.

This bid document is not an offer. The BOT reserves the right to reject any and all bids if it is in the BOT’s interest to do so. The BOT’s decision with respect to the award of a contract under this bidding process shall be final. The BOT intends to enter into a contract with the highest eligible responsive and responsible bidder above the minimum guarantee amount. A responsive bidder is one who has submitted a bid which conforms in all material respects with the BOT’s stated specifications, terms and conditions, evaluation criteria and the proper completion of any necessary submissions, documents and forms. A responsible bidder is one who has demonstrated the capability to perform fully all of the bid requirements with the integrity and reliability to ensure good faith performance. Current ability to perform and past performance will be taken into consideration in determining responsibility.
The sponsorship organization must comply with Federal and State laws prohibiting discrimination based on race, religion, color, age, sex, national origin, and other applicable laws.

Surety Bond – Letter of Commitment

Respondents must submit a Letter of Commitment from an insurance company, indicating that a Surety Bond will be issued in the amount of one hundred percent (100%) of the guaranteed sponsorship payment to the BOT, for the three-year contract. The insurance company must be licensed by the New Hampshire Division of Insurance.

Sponsorship Acknowledgement

The Vendors are responsible for the creation, production, installation and maintenance of all sponsorship and/or secondary sponsorship acknowledgements on the MSP vehicles and their replacements. The BOT and the Vendor will schedule when sponsorship acknowledgement can be installed and/ or changed on the MSP vehicles. The sponsorship acknowledgement must be removable and will not be allowed on the passenger and driver’s side door. This area is reserved for NHDOT logo. If the MSP vehicle is replaced by NHDOT, the Vendor will be responsible for the removal and replacement of any sponsorship acknowledgement on the vehicles. Vendors will be responsible for any damages that are caused, directly or indirectly, by the Vendor’s installation, replacement or removal of the sponsorship acknowledgement.

Sponsorship Acknowledgement Approval

All sponsorship acknowledgements including secondary sponsorships will be submitted to the BOT for review and approval thirty (30) days prior to installation. The BOT reserves the right to reject any sponsorship acknowledgement that is not considered to be appropriate and consistent with the Department’s image and suited to public interest.

Safety Restrictions

MSP vehicles will need identification safety markings and emergency lighting at all times. The BOT will work cooperatively with Vendor regarding all necessary markings and placement of advertising. The advertising cannot impair safety regulations.

P-37 Contract

The CONTRACTOR agrees to all of the requirements of the P-37 contract (Appendix A). The P-37 is the official contract used by the DEPARTMENT.
Section III: Sponsorship Selection Process

A Sponsorship contract will be awarded to the Vendor with the highest bid above the minimum guarantee.

First, a review of all proposals will be conducted in order to determine the highest bidder. The BOT may disqualify proposals that are deemed incomplete or non-responsive.

Second, a verification of Surety Bond and / or Letter of Commitment from an insurance Company will be acquired.

Last, the successful Vendor will be notified.
Section IV: MSP Sponsorship Proposal Form

1. Submission: Proposal must be received at Bureau of Turnpike by **2:00 PM EST, September 11, 2019** and addressed to:

   **Business Administrator**
   **Bureau of Turnpikes**
   **53 Regional Dr,**
   **Concord, NH 03301**

   This form and all other attachments must be stapled together. Three (3) copies of the proposal form with all attachments must be submitted in a sealed envelope plainly marked: “Bid for Motorist Service Patrol, NHDOT, Bureau of Turnpikes”. If you have any questions completing the form, please contact the Business Administrator at (603)-485-3806.

   The minimum guaranteed annual MSP sponsorship amount is $75,000.00. The term of the sponsorship is three (3) years with an additional two (2) years optional.

2. Vendor Name: ___________________________________________________________

   Address: ________________________________________________________________

   City: __________________________ State: _______ Zip: _______________________

   Phone: ________________________ Fax: _________________________________

   Cell: __________________________ Email: _________________________________

   By (Signature): __________________________ Witness: ______________________

   Name (Printed) __________________________ (Printed): ______________________

   Title: __________________________ Title: _________________________________

   Date: __________________________ Date: _________________________________

Annual Sponsorship Amount (in words and numbers):

$__________________________

(for four MSP operating approximately 6656 hrs. per year)
Section V: MSP and BOT Statistics

MSP Statistics (2018)

- The MSP Program assisted approximately 3331 patrons in 2018.
- The MSP Program assisted approximately 207 patrons in December, 2018.
- The MSP Vehicles traveled approximately 334,041 miles in 2018.

BOT Statistics

- Total vehicles traveling between May thru September through the following Toll Plazas were:
  - Hampton Toll Plaza 12,909,940
  - Bedford Toll Plaza 8,086,926
  - Hooksett Toll Plaza 13,111,618

Traffic Statistics

Blue Star Turnpike (I-95)
  Southern section (vicinity of exit 1):
  - 98,783
  Central section (Hampton off plazas):
  - 70,410
  Northern section (vicinity of exit 7):
  - 81,954

Spaulding Turnpike
  Southern section (Little Bay Bridge):
  - 70,054
  Northern section (vicinity of exit 9):
  - 48,594

F.E. Everett Turnpike (Central Turnpike)
  Nashua between Exits 5 & 6
  - 125,001
  Bedford Toll
  - 49,466
  Hooksett Toll
  - 77,846

Ownership/Operation

The BOT owns / operates all the MSP vehicles. MSP personnel are employees of the BOT and the MSP Program is managed solely by the Bureau (no service contractors/third parties are involved).
Section VI

ESP Truck Vehicle Specifications

and

Additional Photographs
MSP Vehicle Specifications
(could vary slightly depending model of service truck)
Bumper to Bumper 266”
Hood 70” Wide x 41” Long
Roof 56” Wide x 48” Long
Weight 6051 Lbs
Wheelbase 162”
Width 78.50”
Section VII: Future Concepts

- The Vendor may request the BOT to consider having the MSP employees hand out a “Thank you / care package” or facimile after servicing the patron. ie. (Package could include samples, coupons and or informational pamphlets)

- The Vendor may request the BOT to consider cross advertising promotions which could include toll collector handouts, EZPass statement advertising, website advertising and/or product sampling or product promotions at the Bureau of Turnpikes Welcome Centers or Rest Areas.

- The Vendor may request the BOT to feature the MSP vehicle at off turnpike site events ie. promotional events, trade shows, car shows and/or safety awareness events.
Section VIII: Excerpts from Complimentary Letters from 2018

“I ran out of gas on I95. Chris saw me with a police officer and my hood up. The officer wanted me to pay a tow company to bring me fuel, but Chris was able to give me gas on the spot for free. He stopped and had to get his vehicle across the busy highway over to me on the median. He was INCREDIBLY kind and helpful. I wish EVERYONE I dealt with was as good as him! As a state representative, I happen to know that DOT employees have had some issues with getting their contracts through. Where would we be without them? Stranded! Please send this note and my affectionate regards along to Chris!”

“My right front tire blew out while I was driving on Route 93 last night. I was able to get off at the next exit and pull way over onto the shoulder. It seemed like only seconds that the Safety Patrol truck pulled up behind me. The Driver’s name is Julian and he got my tire changed quickly and got me safely back on the road. A huge thank you to him and to the State Farm Assist Patrol Program.”

“As I was waiting along the side of 93 south bound just past the Hookset tolls for my roadside assistance provided by my insurance company, a DOT truck pulled up behind me and within 10 minutes I was back on the road!! Very kind and friendly and would not accept a tip! I am very thankful for the help provided.”

“I was heading home from work from Dover NH. Pitch black night on the Spaulding Northbound and, as it turns out, my fuel pump failed and I lost all power to the car. I was barely able to get the car passed the white line and out of heavy fast moving traffic. I’m in a black car, the flashers are starting to dim from lack of battery and I’m in a real situation. I got out of the car, thinking I didn’t want to be in it when it was hit. And then I realize, I’m wearing a black coat. Nobody sees me. Anyway, as I’m wrapping up my call to AAA, I see Martin Whelan pulling up behind my car with his truck and yellow flashers that scream out to travelers that they to slow down and give some space....what a service!! He even had me climb up in the cab so I so I could stay warm until the flatbed got there. Frankly, you never really pay attention to your trucks until the moment you need it. But on this particular night, I needed some help and help arrived in the form of Mr. Whelan. He stayed with me until the flatbed came and assisted the driver making sure he could do his job in safety. First class service and its MUCH appreciated!! Keep up the good work! Merry Christmas! THANK YOU MARTIN!!”

“I had a flat on the Spaulding Turnpike between exits 14 & 13 Southbound. He saw my flashers, parked his truck to protect me and my vehicle, and came and asked if I needed help. He, Francis Sinclair, was courteous and professional. He changed the tire very quickly. He would not accept a tip. I wish I could reward him in some way.”
AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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 (if applicable)

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
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.

Page 3 of 4

Contractor Initials
Date
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.