



**REQUEST FOR BIDS
2018-10-FORK**

**PROFESSIONAL FORKLIFT MAINTENANCE AND
REPAIR SERVICES**

August 17, 2018

**Issued by:
New Hampshire Liquor Commission**



**PO Box 503, 50 Storrs Street
Concord, NH 03302**

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TABLE 1: SCHEDULE OF EVENTS

The following table sets forth the Schedule of Events for this RFB. The Schedule of Events is subject to change at the discretion of the New Hampshire NHLC (NHLC). Any changes shall be posted on the NHLC website located at https://www.nh.gov/liquor/public_notices.shtml. Bidders are responsible for checking the NHLC website for any schedule changes.

EVENT	DATE	LOCAL TIME
Request for Bids Issued	August 17, 2018	12:00 p.m.
Deadline to Submit Inquiries	August 24, 2018	12:00 p.m.
NHLC Response to Bidder Inquiries	August 28, 2018	4:00 p.m.
Deadline for Submitting Sealed Bids (“Closing Date”)	September 4, 2018	3:00 p.m.
Bid Opening	September 5, 2018	10:00 a.m.

PART I - GENERAL INFORMATION FOR BIDDERS

1. PURPOSE

The New Hampshire Liquor Commission (“NHLC”) seeks to procure services from a company (“Contractor” or “Bidder”) to provide parts and labor for experienced forklift maintenance and repair on equipment including the purchasing of new equipment, as described within. The NHLC is issuing this Request for Bids (“RFB”) as a vehicle for soliciting and evaluating bids from interested companies with the goal of contracting with a certified Contractor.

This RFB describes the particular services sought by the NHLC and provides the terms governing this procurement process, including instructions governing the required content of bids and the criteria by which submissions will be evaluated. A Bidder may submit a bid for services as further described in Part II, of this RFB.

2. ISSUING OFFICE

This Request for Bid is issued by the NHLC, which shall serve as the Issuing Officer for this RFB. The Issuing Officer responsible for managing the RFB is:

John Tower, Plant Maintenance Engineer

NH Liquor Commission

P.O. Box 503

Concord, NH, 03302-0503

John.Tower@liquor.nh.gov

3. CONTRACTING PERIOD

The NHLC proposes to enter into an Agreement with professional forklift maintenance and repair services beginning on or about September 15, 2018 through October 31, 2021. The Contracting Period may be extended for one additional two-year term at the sole option of the NHLC, subject to the parties’ prior written agreement on terms and applicable fees for each extended term.

4. PROJECT DELIVERABLES

The NHLC proposes to enter into an agreement with forklift maintenance and repair company. Locations are listed in Appendix B.

A. The proposed scope of work shall include, planned professional forklift maintenance and repair services, but not be limited to:

1) All parts and labor for forklift maintenance and repair services on equipment including the purchasing of new equipment, as described within. The locations are listed in Appendix B; this list is subject to change without notice over the course of the contract, and if at any time a liquor store is closed, opened, or relocated, liquor store locations will continue to be considered as part of this contract. The list of equipment for preventative maintenance and repair work is provided in Part III and is also subject to change without notice from store to store or store to warehouse.

2) The following are general specifications which shall be offered by the Contactor to provide forklift preventative maintenance and repair services:

a. Check fluid levels and add as needed:

i. Battery fluid;

ii. Brake fluid;

- iii. Differential, speed reducer, and transaxle; and
 - iv. Hydraulic fluid; and
 - b. Check Conditions - Wear or Damage
 - i. All Hydraulic Hoses;
 - ii. Brake Shoes - Adjust/Replace as required;
 - iii. Contactor Tips;
 - iv. Forks;
 - v. Hydraulic Tank Breather - Clean or Replace;
 - vi. Lift and tilt cylinders;
 - vii. Lift Chains;
 - viii. Parking and/or seat brake - Adjust as necessary; and
 - ix. Safety Decals - Replace if necessary; and
 - c. Check Operation
 - i. Creep Speed;
 - ii. Limit Switches; and
 - iii. Plugging; and
 - d. Lube and Latches
 - i. Control levers and linkages;
 - ii. Hoist Chain;
 - iii. Hood hinges, latches, seat rails;
 - iv. Parking Brake;
 - v. Steering Axle/Tie Rods; and
 - vi. Upright Pivots, Sliding Surfaces.
- 3) The preventive maintenance in Part III Information Requested from Bidder Item #1 includes labor, travel time, mileage, rag disposal, all waste material disposal, and lubricant for chassis lubrication. The Other Service Price (Part III Information Requested from Bidder Item #2) includes an hourly rate for any other repair or service not listed. The hourly rate shall include travel time, rage disposal, all waste material disposals, and hazardous materials disposal.
- 4) The material markup on Part III Information Requested from Bidder Item #2 applies to when other parts and materials are authorized; the NHLC shall be billed at the Contractor's cost plus a reasonable mark-up. When other parts and materials are used, the Contractor must provide the NHLC with a copy of the invoice that the Contractor purchased the part or material from to enable the NHLC to verify the cost of the part and the applicable Contractor mark-up.
- 5) The agreement shall cover professional forklift maintenance and other repair services to be performed on an on-call basis.
- 6) Work Schedules: – Work shall be completed on a pre-arranged schedule to be coordinated with:
 - a. Plant Maintenance Engineer, John Tower or
 - b. Maintenance Engineer, Walter Bond by calling 271-1710. The Contractor shall provide planned preventative maintenance schedules two weeks prior to performing the forklift service.
- 7) Preventative maintenance shall be billed at a fixed rate per equipment for preventative maintenance on Part III; any service required above normal manufacturer preventative maintenance shall require an estimate to be approved by the plant maintenance engineer before any work is performed. Any work performed above manufacturer preventative maintenance shall be billed on a separate invoice. The cost of providing the estimate shall be at no charge to NHLC.

- 8) Normal Working Hours: Normal store hours are considered to be 8:00 AM to 5:00 PM, Monday through Friday. (Warehouse hours are 7:30 AM to 3:30 PM, Monday through Friday).
- 9) Other Hours: Other hours shall be considered overtime, holidays, and weekends.
- 10) If a portion of equipment cannot be repaired on location, there shall be no charge for transportation of the equipment to or from the Contractor's maintenance facility.
 - a. Replacement parts equal to or better than manufacturer's distributor shall be billed at cost.
 - b. There shall be no charge for travel time, mileage, or disposal of rags or waste to the NHLC on service calls or when performing a planned preventive maintenance.
 - c. The NHLC may have the option of selecting the best way to ship parts. Freight charges shall be billed at cost.
 - d. There shall be no charge for shop supplies.
 - e. Replacement units shall be provided in emergency situations at no charge to the NHLC.
- 11) Response Time:
 - a. All emergency situations shall have a maximum service response time of two (2) hours.
 - b. All repairs/enhancements must have a minimum response time of one (1) week.
- 12) Maintenance History:
 - a. The Contractor shall make available a maintenance history for each piece of equipment covered under this agreement. The maintenance history shall include date of service, detailed description of problem, parts replaced, and cost of repair
- 13) Equipment List:
 - a. The equipment list provided in Part III is a list of current equipment. This contract may also include any equipment that the NHLC may acquire during the term of this contract, and shall be serviced and billed at a rate equivalent to the equipment listed in Part III.
- 14) Warranty:
 - a. All replacement parts shall be new and of the same quality as that being replaced. All supplies shall be as specified by the equipment manufacturer. Substitutions shall be permitted only with prior authorization of the Issuing Officer or designee.
 - b. All service, parts, and labor shall be warranted for 60 days. This warranty shall in no way alter the manufacturers' warranty.
- 15) Major repair service: Major repair services shall require an estimate of work to be provided at no charge to the NHLC. In addition, the NHLC reserves the right to seek a second estimate for major repairs.
- 16) Service Documentation: Upon arrival at a job site, the Contractor shall sign in with the manager of the store or person in charge and after each scheduled or emergency call, before leaving the job site present a written summary of the work performed and obtain the NHLC's signature thereon (time of day shall be written in and manager must initial at time of arrival and again at time of departure). At the completion of each planned operational checkout, scheduled service visit, or unscheduled service call, the Contractor shall provide a complete service report to the NHLC for review and record. A work order shall be made to each unit and sent in with the invoice for payment. The NHLC Issuing Officer is the contact person and the only one that can request services except for an emergency repair call.
- 17) Service Response Times: Standard response times for all non-critical service shall be within 24 hours from time of notification. Critical service, which includes a backup or overflow, shall be

responded to within four (4) hours from time of notification. Contractor shall maintain a 24 hour phone number for emergency service requests.

- 18) The Contractor shall perform all the work in the manner within the time specified and furnish all materials, tools, equipment, and safety devices necessary. The Contractor shall complete work to the satisfaction of the NHLC and in accordance with the specifications herein mentioned, at the price herein agreed upon. All work, labor, and equipment to be performed and furnished under this contract, shall be complete and furnished strictly pursuant to and in conformity with the specifications described herein and with any directions of the NHLC Issuing Officer or designee as given from time to time during the progress of the work, under the terms of this Contract.
- 19) The Contractor shall obtain and pay for all permits, inspections, and licenses necessary for the execution of work.
- 20) All work shall be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 21) The Contractor shall at its own expense, wherever necessary or required, provide safety devices and take such other precautions as may be necessary to protect life and property.
- 22) The Contractor shall bear all losses resulting on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
- 23) Unsatisfactory response to any or all of the listed services or requirements shall be a basis for immediate termination of the contract. The NHLC reserves the right to terminate this contract at any given time within a 30 day written notice.
- 24) Subcontracting any portion of the contract is not permitted without prior approval from the NHLC. In the event the NHLC approves the use of subcontractors in performance of this contract, the prime Contractor is not relieved of its responsibility and obligation to meet all the requirements of this agreement.
- 25) **BACKGROUND CHECKS:** The NHLC may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in any facility.
- 26) The NHLC shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the NHLC may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 27) The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as they deem incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security.
- 28) The Contractor or their personnel shall not represent themselves as employees or agents of the State. While on the NHLC's property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All personnel shall observe all regulations or special restrictions in effect at the State Agency. The Contractor's

personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

- 29) The Bidder is recommended to visit each facility listed within, and perform a comprehensive assessment of the systems prior to submitting a response. The Bidder must contact the store manager for each location listed in Part III, and to make arrangements prior to arrival. The Bidder shall at the time of the visit, present photo identification and sign-in with the Store Manager.

PART II - RFB TERMS AND INSTRUCTIONS

1. TYPE OF CONTRACT

Fixed Fee Contract. Any contract resulting from this RFB shall be structured as a fixed-fee contract.

2. RFB INQUIRIES AND RESPONSES

- A. **Inquiry Submission.** Bidders must submit all inquiries, exceptions, or additions regarding this RFB, including without limitation, requests for clarifications or modifications to the RFB, by electronic mail (with the subject line titled “2018-10-FORK RFB Questions”) to the Issuing Officer no later than the deadline to submit inquiries to NHLC Issuing Office specified in Table 1: Schedule of Events. Bidders must cite the relevant RFB title, RFB number, page, section, and paragraph in the inquiry submission. Bidders must not contact the Issuing Officer by telephone with any inquiries.

All inquiries regarding this RFB shall be submitted electronically to the Issuing Officer. Failure to answer all sections or to follow instructions may be grounds for rejection of a proposal.

- B. **NHLC Responses to Inquiries.** The NHLC intends to issue official responses, in its discretion, to inquiries submitted on or before the deadline specified in Table 1: *Schedule of Events*. The NHLC may consolidate and/or paraphrase inquiries for sufficiency and clarity. Oral statements, representations, clarifications and modifications shall not be binding upon the NHLC. The Issuing Officer anticipates posting official answers to the questions on the NHLC website at https://www.nh.gov/liquor/public_notices.shtml by the date specified in Table 1: *Schedule of Events*.

3. AMENDMENT TO THE RFB

The NHLC may amend this RFB at any time and at its discretion. The NHLC shall post any amendments to the RFB on the NHLC website located at https://www.nh.gov/liquor/public_notices.shtml. In the event the NHLC determines it necessary to amend this RFB, the NHLC may extend deadlines and/or invite submission of additional information from Bidders at any time, as the NHLC deems appropriate and at its sole discretion. Bidders are responsible for checking the website periodically for any new information or amendments to the RFB. The NHLC shall not be bound by any verbal information, and any written information that is not contained within the RFB or formally issued as an amendment by the Issuing Officer.

4. BID FORMAT

Bidders must submit a complete response to this RFB using the format specified in Part III of this RFB. An official authorized to bind the Bidder to the bid must sign the bid. If the official signs the Bid Cover Sheet and the Bid Cover Sheet is attached to the bid, the requirement shall be met. Proof of signatory authorization shall be included with the bid submission.

5. BIDS AND AWARDS

The NHLC intends to award a contract to a Bidder as a result of this RFB. Notwithstanding the foregoing or any provision of this RFB to the contrary, the NHLC reserves the right, at any time and in its sole discretion, to reject any or all bids, wholly or in part, and/or to award to multiple contracts to one or more Bidders, wholly or in part. A Contractor shall not retain any exclusive rights to provide the services and supplies described in this RFB process during the term of a contract or any extension thereto. The NHLC may, at its sole discretion, obtain services and related materials from other Bidders.

6. BID SUBMISSION

- A. **Bid Submission Deadline:** Bids shall be submitted in hard copy and clearly marked “New Hampshire NHLC, Response to RFB 2018-10-FORK” and as specified in Section 7: *Bids*. Bids shall be submitted to the Issuing Office no later than the Closing Date and Time in Table 1: *Schedule of Events*. Any Bidder who elects to mail its bid must allow sufficient mail delivery time to ensure timely receipt of its bid. The NHLC accepts no responsibility for mislabeled, damaged or delayed mail. Bids shall not be accepted via electronic mail or facsimile transmission. The receipt of a bid by the State’s mail system does not qualify

as receipt of a bid proposal by the Issuing Office.

If due to inclement weather, natural disaster or any other cause, the location to which bids are to be returned is closed on the Closing Date and Time in Table 1: *Schedule of Events*, the deadline for submission shall be automatically extended until the next NHLC business day on which the Issuing Office is open, unless the Bidders are otherwise notified by the Issuing Office. The time for submission of bids shall remain the same. Bids not submitted by the Closing Date and Time in Table 1: *Schedule of Events* or as otherwise extended pursuant to this RFB shall be rejected.

B. **Bid Receipt:** A bid shall be considered received on the date and time of the NHLC's receipt as officially documented by the NHLC.

C. **Bid Information:**

1. Bids from all interested Bidders qualified to provide services listed within shall be received until the deadline date in Table 1: *Schedule of Events*. Bid proposals after that time shall not be accepted. Bid proposals may be delivered to the address below and identified on the outside of the envelope as:

Bids: Courier Delivery Only
New Hampshire NHLC
50 Storrs Street
Concord NH 03301
ATTN: "Katherine de Oliveira, RFB 2018-10-FORK"

By Mail Only:
New Hampshire NHLC
ATTN: "Katherine de Oliveira RFB 2018-10-FORK"
Post Office Box 503
Concord NH 03302-0503

From: Company/Bidder Name
Address of Bidder
Phone No. Of Bidder
Fax No. of Bidder
Email Address:

2. Bidders are advised to carefully read and complete all information requested in this RFB. If the Bidder's response to this RFB does not comply with the conditions for submittal to this RFB, **the bid proposal may be considered rejected by the NHLC and without further consideration.**
3. A draft agreement presented as Exhibit B is attached for informational purposes to inform the Bidder of the type of Agreement that shall be used for the prosecution of this work. Bidders are instructed to thoroughly familiarize themselves with the terms, covenants, and conditions of the draft Agreement. The successful Bidder shall be required to execute a similar agreement with the NHLC.
4. It is the NHLC's intention to award the contract to one Bidder. The NHLC shall make the final determination in its sole judgment as to which Bidder and bid is the most advantageous.
5. The contents of the bid of the successful Bidder shall be come contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the Bidder's bid in the event of any inconsistency or ambiguity;

6. Under the laws of the State of New Hampshire, a bid proposal may be considered public record, and if determined to be so, shall be made available for inspection and copying by any citizen of New Hampshire. Therefore, the NHLC cannot guarantee the confidentiality of any proprietary or otherwise sensitive information. Confidential or Proprietary information shall be marked as such on each page and may be submitted in a separate envelope, sealed and marked "Confidential Information". It is understood, however, that the NHLC shall have no liability for disclosure of such information contained in or with any bid. Any proprietary or otherwise sensitive information contained in or with any bid is subject to disclosure, unless exempted under the New Hampshire Right to Know Act.
7. No bid may be withdrawn after it has been submitted to the NHLC unless the Bidder so requests by letter and such request by letter is received by the NHLC before the deadline for receiving bids. Any request for withdrawal after the deadline shall be made in writing and may be denied in the NHLC's sole discretion.
8. A Bidder may modify its bid by withdrawing its bid and submitting a new sealed bid that complies with the requirements of this RFB, but only if the Bidder withdraws and resubmits its bid prior to the Closing Date and Time in Table 1: Schedule of Events.
9. In submitting the bid proposal, the Bidder agrees that the bid proposal shall remain valid for one hundred eighty (180) calendar days after the closing date for submission of bids and may be extended beyond that by mutual agreement.

D. Interpretation of Bid Document:

1. If discrepancies or omissions are found by any prospective Bidder or there is doubt as to the true meaning of any part of this RFB, a written request for clarification or interpretation shall be submitted to the Issuing Officer, prior to Deadline date for inquiries in Table 1: *Schedule of Events* (jtower@liquor.state.nh.us)
2. The NHLC is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner. All communication shall be sent via email to john.tower@liquor.nh.gov.

7. EVALUATION OF BIDS AND CRITERIA

- A. Each bid submitted to the NHLC shall be evaluated based on experience, and capacity to perform as required for various future projects.
 1. The bids shall be evaluated to determine whether they conform to the requirements of the RFB. Those bids failing to meet the requirements, including completeness, format and content, may be rejected without further evaluation, and Bidders shall be so informed in writing.
 2. If, for any reason, the NHLC in its sole discretion is unable to select any of the Bidders, the NHLC reserves the right to negotiate contracts with other service providers outside the RFB process.

8. PROHIBITED COMMUNICATIONS

From the issue date of this RFB until the effective date of a resulting contract with any Bidder, the Issuing Officer shall serve as the sole point of contact concerning this RFB. Bidders are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFB. Except for contacts with the Issuing Officer as permitted by this RFB, Bidders are prohibited from contacting or lobbying any NHLC personnel or evaluation committee members regarding this RFB. Any Bidder's attempt to improperly influence the evaluation of bids and selection of a Bidder may result in the disqualification and elimination of that Bidder from this RFB procurement process. If the NHLC later discovers that the Bidder has engaged in any communications prohibited under this RFB, the NHLC may reject the offending bid or rescind a contract award, without any liability to the Bidder. Bidders are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFB.

9. VALIDITY OF BID

A. By submitting a bid, a Bidder acknowledges and agrees that:

1. Its bid shall remain in effect and is binding on the Bidder for a period of one hundred and eighty (180) days following the Closing Date and Time in Table 1: *Schedule of Events*;
2. The contents of the bid of the successful Bidder shall become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the Bidder's bid in the event of any inconsistency or ambiguity;
3. The Bidder waives any right to withdraw or modify its bid, except as permitted in the RFB; and
4. Bids are irrevocable unless the bid is withdrawn as permitted under this RFB or the expiration of 180 days from the Closing Date and Time in Table 1: *Schedule of Events*. A Bidder must submit a written request to withdraw a bid that is signed by an authorized representative of the Bidder and submitted to the Issuing Officer prior to the Closing Date and Time in Table 1: *Schedule of Events*. If a Bidder attempts to provide such written notice by facsimile transmission, the NHLC shall not be responsible or liable for errors in facsimile transmission. A Bidder may modify its bid by withdrawing its bid and submitting a new sealed bid that complies with the requirements of this RFB, but only if the Bidder withdraws and resubmits its bid prior to the Closing Date and Time in Table 1: *Schedule of Events*.

10. NON-COMMITMENT

Notwithstanding any provision of this RFB to the contrary, this RFB does not commit the NHLC to award a contract. By submitting a bid, a Bidder acknowledges and agrees that the NHLC may, at any time and in its sole discretion, and without any liability to a Bidder, reject any and all bids, or any portions thereof; cancel this RFB; and solicit new bids under another acquisition process.

11. BIDDERS' COSTS AND EXPENSES

By submitting a bid, a Bidder acknowledges and agrees that the NHLC is not responsible or liable for any costs or expenses incurred by a Bidder in connection with its participation in this procurement process, including, but not limited to: (1) any costs or expenses incurred by a Bidder in relation to the preparation of a bid or a Bidder's participation at the pre-bid conference or oral presentation and discussions, and other RFB processes and events; and (2) costs and expenses associated with any work performed by a Bidder prior to the effective date (date of NHLC and Attorney General's Office approval) of a contract with the Bidder.

12. PROPERTY OF NHLC

The bid proposal and all material received in response to this RFB shall become the property of the NHLC and will not be returned to Bidders. By submitting a bid, a Bidder acknowledges and agrees that the NHLC may, at its sole option, use any or all ideas not protected by intellectual property rights that are presented in any bid regardless of whether the bid becomes part of a contract. Notwithstanding any Bidder copyright designations contained on bids, the NHLC shall have the right to make copies and distribute bids internally and to comply with public record or other disclosure requirements under the provisions of any the State of New Hampshire or United States statute or regulation, or rule or order of any court of competent jurisdiction.

13. DISCUSSIONS FOR CLARIFICATION

The NHLC may require, at its discretion, Bidders who submit bids to provide the NHLC with oral and/or written clarification of their bid to the NHLC to ensure thorough mutual understanding and Bidder responsiveness to the solicitation requirements. The Issuing Officer may initiate requests for clarification. The NHLC reserves the right to recall any Bidders for additional discussions as it deems necessary.

14. PRESENTATIONS

The NHLC may, at its discretion require a Bidder to participate in oral and/or written presentations on any aspects of its bid. Bidders may also be required to demonstrate any product(s) and/or service(s) proposed at the NHLC site.

15. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT

No equipment can be connected to the NHLC network at this time.

16. CONTRACT TERMS AND CONDITIONS

The NHLC's standard terms and conditions are set forth in Appendix B of this RFB. In the event of any conflict between the NHLC's terms and conditions and any portion of a bid, the NHLC's terms and conditions shall take precedence and supersede any and all such conflicting provisions contained in a bid, at the sole discretion of the NHLC. Additionally, any resulting contract may include additional provisions provided that they are agreed to by the NHLC and in a form and substance as prescribed by the NHLC. The failure of a selected Bidder to reach agreement with the NHLC on contractual terms, conditions and other provisions may result in cancellation of the selection as described in this RFB.

17. CONFIDENTIALITY/SENSITIVE INFORMATION

The selected Bidder may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a confidentiality agreement.

18. DISCLOSURE OF BIDS

- A. **Bidder Obligation.** A Bidder must maintain the confidentiality of its bid until the effective date of a resulting contract with any Bidder. A Bidder's disclosure or distribution of its bid to any individual or entity, other than the Issuing Office, prior to the effective date may be grounds for disqualification at the discretion of the NHLC.

- B. **NHLC Obligation.** The NHLC shall maintain the confidentiality of each bid until a contract award is made as contemplated under N.H. RSA 21-I:13-a, II. Following an award as contemplated in RSA 21-I:13-a, II, the NHLC shall disclose all bids in accordance with applicable law and regulations, including, but not limited to, N.H. RSA Chapter 91-A, the Right to Know Law. Any Bidder who determines that it must divulge any confidential, commercial or financial or other information not subject to public disclosure under applicable laws and regulations, (collectively referred to as "Bidder Confidential Information"), must submit in its bid a signed written statement describing in detail the nature of the Bidder Confidential Information and the grounds for its position that the Bidder Confidential Information is exempt from public disclosure under applicable law and regulations, including but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A; and submit a redacted version of its bid that removes only the Bidder Confidential Information along with an unredacted bid.

19. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding anything in 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 those 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.

20. BEST AND FINAL OFFERS

The NHLC may, at its sole discretion, solicit Best and Final Offers (“BAFOs”) from Bidders who have submitted responsive bids and which have been determined to be reasonably possible of selection for a contract award.

- A. Bidders shall be given opportunity to respond with a BAFO under a procedure defined by the NHLC which may include one (1) or more of the following:
 - 1. Enter into pre-selection discussions:
 - i. Schedule written and/or oral presentations or scripted demonstrations; and/or
 - ii. Request revised bids.
- B. The NHLC will evaluate BAFOs against Criteria for Selection found in Part IV, Section IV-3. The NHLC will conduct BAFO proceedings uniformly, the BAFOs shall be subject to solicitation by the NHLC and NHLC’s timely receipt of responses pursuant to schedule set by the NHLC. Bidders are encouraged to submit their best price as part of their initial bid and not to assume there shall be an opportunity to provide a BAFO at a later date.

21. NEWS RELEASES

Bidders shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this project without prior written approval of the NHLC, and only in coordination with the Issuing Office.

22. BIDDER’S REPRESENTATIONS AND AUTHORIZATIONS

By submitting a bid, a Bidder agrees, represents, and acknowledges that:

- A. All information provided by, and representations made by, the Bidder in its bid are material and important and may be relied upon by the NHLC in awarding a contract;
- B. Any misstatement, omission or misrepresentation by a Bidder shall constitute fraudulent concealment from the Issuing Office of the true facts relating to the bid submission;
- C. The Bidder has arrived at the price(s), amounts, terms and conditions in its bid independently and without consultation, communication or agreement with any other Bidder or potential Bidder, and without effort to preclude the NHLC from obtaining the best possible competitive bid. The Bidder has not disclosed the price(s), the amount of the bid nor the approximate price(s) or amount(s) of its bid to any other firm or person, including but not limited to, a Bidder or potential Bidder for this RFB;
- D. The Bidder has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a bid in response to this RFB or to submit a bid higher than this bid or to submit any intentionally high or noncompetitive bid or other form of complementary bid; and
- E. The Bidder makes its bid proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

23. METHOD OF AWARD

The NHLC evaluation committee will select a bid proposal based on criteria set forth in Part IV. The evaluation committee may consist of staff member(s) from the NHLC. The evaluation committee shall submit a recommendation on its selection of a bid(s) to the NHLC Commissioners for final approval. The responsible Bidder whose bid proposal the NHLC determines to be the most advantageous to the NHLC, after taking into consideration all of the evaluation factors, shall be notified in writing of its selection for contract discussions. The resulting Contract(s) shall be based on the standard terms and conditions contained in Attachment A, and modifications and additions to the standard clauses acceptable to the NHLC in its discretion. If the NHLC is unable to reach agreement with a Bidder(s) during contract discussions, the NHLC may, at its sole discretion and at any time, reject and cancel the first Bidder selection and commence contract discussions with the next highest ranked Bidder, and continue on in this manner at its discretion. The NHLC may, at its sole discretion, terminate any contract discussions, as it deems appropriate and at any time.

24. USE OF ELECTRONIC VERSIONS OF THIS RFB

This RFB is available in electronic form. If a Bidder accepts the RFB in electronic form, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the RFB. In the event of a conflict between a version of the RFB in the Bidder's possession or relied upon by the Bidder, and the Issuing Office's version of the RFB, the Issuing Office's version shall govern.

PART III - INFORMATION REQUIRED FROM THE BIDDER

1. PREVENTIVE MAINTENANCE (PM):

Billing repair rates are to include personnel, vehicles, labor, materials used and travel.
(Billing Not to Exceed Total Bid)

Serial Number		PM Frequency	Year One	Year Two	Year Three	Store Location
NHSLC0402543	PALLET TRUCK - 4400 lbs manuf.#5LA79	90 days				Concord 01
NHSLC0402521	LIFTTRUCK	90 days				W. Chesterfield 02
NHSLC0402339	PALLET TRUCK	90 days				Portsmouth 06
NHSLC0402828	Walkie Lift Pallet Truck W40Z	90 days				Manchester 10
821-16-13995	RAYMOND PALLET JACK MODEL 8210	90 days				Rochester 14
1996007201	HYSTER WALKIE PALLET TRCK	90 days				Keene 15
821-16-14025	RAYMOND PALLET JACK MODEL 8210	90 days				Colebrook 18
2060	Yale MPB040-E Motorized Hand Low Lift Pallet Trucks	90 days				Plymouth 19
NHSLC0402241	HYSTER PALLET JACK	90 days				Peterborough 21
NHSLC040034701	PALLET TRUCK	90 days				Conway 23
	Walkie Lo-lift	90 days				Nashua 27
NHSLC0402906	Walkie Lift Pallet Truck W40Z	90 days				Milford 30
1998008301	HYSTER PALLET TRUCK	90 days				Nashua 32
1996007001	HYSTER WALKIE PALLET TRCK	90 days				Salem 34
	YALE FORKLIFT N252100	90 days				Portsmouth Circle 38
	YALE PALLET TRUCK B27N19608C	90 days				Portsmouth Circle 38
2082	Yale MPB040-E Motorized Hand Low Lift Pallet Trucks	90 days				Seabrook 41

Serial Number		PM Frequency	Year One	Year Two	Year Three	Store Location
SNCFL0449	HYSTER PALLET JACK	90 days				New Hampton 44
	YALE PALLET TRUCK B827N67657P	90 days				Hinsdale 48
	Walkie Lo-lift	90 days				Hinsdale 48
NHSLC0401387	YALE WALKIE PALLET TRUCK	90 days				Plaistow 49
2724	Yale MPB040-E Motorized Hand Low Lift Pallet Trucks	90 days				Nashua 50
2874	Yale MPB040-E Motorized Hand Low Lift Pallet Trucks	90 days				Nashua 50
20010000132	PALLET TRUCK	90 days				Gilford 56
NHSLC040034601	PALLET JACK	90 days				W. Lebanon 60
B218N31152M	HYSTER W40Z	90 days				Londonderry 61
NHSLC099057201	WALKIE LO-LIFT PALLET TRK	90 days				Hooksett South 67
NHSLC0402463	PALLET TRUCK	90 days				North Hampton 68
NHSLC0402463	ULINE H-1043 S/N 129046	90 days				North Hampton 68
199700018	HYSTER WALKIE PALLET TRCK	90 days				Nashua 69
1996007101	HYSTER WALKIE PALLET TRCK	90 days				Nashua 69
NHSLC099057101	WALKIE LO-LIFT PALLET TRK	90 days				Hampton South 73
2753	Hyster W40z walkie low lift pallet truck	90 days				Londonderry 74
NHSLC099041501	PALLET JACK MODEL W45XT	90 days				Hampton North 76
1999012201	UPRIGHT SELF PROP. LIFT	90 days				Hampton North 76
1586	Hyster WALKIE LOW LIFT PALLET TRUCK	90 days				Epping 79

Serial Number		PM Frequency	Year One	Year Two	Year Three	Store Location
2875	Yale MPB040-E Motorized Hand Low Lift Pallet Trucks	90 days				Pembroke 81
61755	YALE PALLET JACK	90 days				Warner 82
1996008001	ELECTRIC FORKLIFT TRUCK	90 days				Warehouse
NHSLC0402422	HYSTER FORKLIFT Shipping	90 days				Warehouse
NHSLC0401487	Hyster Walkie Rider-Ryan	90 days				Warehouse
NHSLC0400814	YALE LIFT	90 days				Warehouse
NHSLC0401488	Hyster Stand-Up Pallet	90 days				Warehouse
NHSLC0400652	Hyster Stand-Up Pallet	90 days				Warehouse
2910	Hyster Walkie Rider-Mark	90 days				Warehouse
2911	Hyster Walkie Rider-Fred	90 days				Warehouse
No Tag	Hyster Fork Truck - Receiving	90 days				Warehouse
No Tag	Hyster Squeezer	90 days				Warehouse
NHSLC0400814	Yale Push/Pull	90 days				Warehouse
199600080	Hyster Fork Truck - Bay	90 days				Warehouse
2932	RAYMOND 8410 LOW LIFT TRUCK	90 days				Warehouse
TOTALS:			\$	\$	\$	

2. SERVICES OTHER THAN PREVENTATIVE MAINTENANCE:

- A. Billing repair rates are to include one (1) technician and vehicles.
- B. Charges shall consist of actual time at the job sites. An estimate of hours required and a number of staff needed to complete a requested service shall be provided to the NHLC by the Contractor at the time the Contractor schedules the work. Also, the Contractor must sign- in with the Store Manager upon start and completion of the work at the specified location.
- C. Mileage allowed shall be portal to portal, or the distance from the previous worksite to the new worksite, whichever is less. The NHLC will pay one (1) way on service calls; mileage and the rate of one (1) man.
- D. The NHLC retains the right to examine the Contractor's invoices for the materials used in completing work. A copy of the Contractor's material invoices shall be submitted with the billing to verify markup. The NHLC will allow no other expenses incurred.

Hourly Charges:

Provide hourly rates for repair and service work other than preventive maintenance. The hourly rates must include the rate for one (1) technician and vehicles.

Normal working hours \$ _____ /hour
Other hours \$ _____ /hour

Material Charges:

Provide the percentage mark-up that will be applied for materials.

Mark-up from Contractor's Cost _____ %

Mileage Charge:

Provide the rate at which mileage will be charged. Mileage allowed shall be portal to portal, or the distance from the previous worksite to the new worksite, whichever is less.

Mileage Rate \$ _____ /mile

3. INVOICING:

- A. All invoices must include detail of work performed, dates and location of service and prices, a separate work order shall be made on each unit and sent in with the invoice for payment. Any work performed above preventative maintenance shall be billed on a separate invoice. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NHLC's business office.
- B. All invoices shall be submitted within 30 days of the fiscal year-end, (June 30th) of each year for work completed within the current fiscal year. It is the Contractor's further responsibility to ensure that they have been paid within 60 days from the time of submittal. If invoices haven't been submitted within the above mentioned time frame, approval shall be required from The Governor and Executive Council prior to any processing of payments, which will delay the payment process.
- C. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.
- D. A check shall be issued through the State's Treasurer and forwarded to the Contractor within fourteen (14) days after processing begins at the agency level. Payments shall be for only what has been agreed to in the contract. The NHLC does not pay late charges or interest.

4. PRIOR EXPERIENCE

It is mandatory that the Contractor as a company, corporation, or other entity must have a minimum of three (3) years successful experience in forklift repair. This experience shall be completed prior to the date established for the receipt of the proposal. Include a summary of your company's experience with emphasis on the retail environment. Experience shown should be work done by individuals who shall be assigned to this project, as well as that of your company. Experience should include projects completed for retail businesses where the size and scope are similar to the size of the NHLC and the size and scope of this project. Experience referred to should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHLC reserves the right to contact any and all persons listed by the Bidder concerning past work experience.

5. SUBCONTRACTOR

Subcontracting is only permitted with prior approval from the NHLC. If subcontractors are to be utilized for any portion of the contract they need to be listed within this RFB along with experience. Experience should include projects completed for retail businesses where the size and scope are similar to the size of the NHLC and the size and scope of this project. Experience referred to should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted.

6. OBJECTIONS & ADDITIONS TO STANDARD CONTRACT TERMS & CONDITIONS AND/OR AGREEMENT STANDARDS

The Bidder must identify which, if any, of the terms and conditions contained in Appendix A of this RFB it desires to negotiate, and the additional terms and conditions the Bidder would like to add to the standard contract terms and conditions. The Bidder's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the NHLC may consider late objections and additional requests, if it is in the best interests of the NHLC. The NHLC may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and/or agreement standards. The Bidder shall not request changes to other provisions of the RFB; nor shall the Bidder request to completely substitute its own terms and conditions for Appendix A. All terms and conditions must appear in one (1) integrated contract. The NHLC will not accept references to the Bidders, or any other, online guides or online terms or conditions contained in any bid.

PART IV - CRITERIA FOR SELECTION

1. MANDATORY RESPONSIVENESS REQUIREMENTS

To be eligible for selection, a bid shall be:

- A. Timely received from a Bidder; and
- B. Properly signed by the Bidder's authorized representative, coversheet is provided in Appendix C.

The NHLC reserves the right, in its discretion, to waive technical or immaterial nonconformities in a bid.

2. REVIEW AND EVALUATION

The Issuing Office plans to utilize a committee of qualified personnel to review and evaluate timely submitted bids. The Issuing Office will notify in writing of its selection contract discussions the responsible Bidder whose bid is determined to be the most advantageous as determined by the NHLC after taking into consideration all evaluation factors.

3. CRITERIA FOR SELECTION

The NHLC Evaluation Committee will review and evaluate each responsive proposal according to the criteria outlined below using a scoring scale of 100 points:

CATEGORIES	POINTS	
TECHNICAL		50
Experience – Proposer Company and Staff Experience	25	
Capacity – Proposer's organizational capacity to meeting the project needs and potentially aggressive time lines	25	
PRICE		50
TOTAL POTENTIAL POINTS		100

The following criteria shall be used in evaluating each bid:

Overall Engagement Price – This refers to the professional fees and expenses.

Retail Experience – This refers to the Bidder's prior experience performing the services listed within.

Capacity – This refers to the Bidder's organizational capacity to handle the services including having the adequate employees and trucks, with related experience to meet the project needs and potentially aggressive time lines.

SAMPLE FORM TO BE COMPLETED UPON AWARD

APPENDIX A

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 PROVISION

1. IDENTIFICATIONS.

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
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 Acknowledgment: 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 Public or Justice of the Peace			
1.13 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance, and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.18 Approval by Governor and Executive Council <i>(if applicable)</i> 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.

APPENDIX B

Store Locations and Store Hours

STORE NUMBER	LOCATION	ADDRESS	WEEKDAY HOURS	SATURDAY HOURS	SUNDAY HOURS
1	Concord	80 Storrs St Concord, NH 03302	9:00 am - 8:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
2	W Chesterfield	100B Route 9 PO Box 177 West Chesterfield, NH 03466	9:00 am - 7:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
3	Manchester	Manchester-Boston Regional Airport, 1 Airport Road, Suite #205 Manchester, NH 03103	6:00 am - 6:00 pm Friday close 7:00 pm	6:00 am - 6:00 pm	6:00 am - 6:00 pm
4	Hooksett	1271 Hooksett Rd, Hooksett, NH 03106	10:00 am - 7:00 pm Fri close 8:00 pm	10:00 am - 7:00 pm	10:00 am - 5:00 pm
5	Berlin	IGA Shopping Plaza 17 Pleasant St Berlin, NH 03570	10:00 am - 6:00 pm Fri 9:00 am - 7:00 pm	9:00 am - 7:00 pm	11:00 am - 5:00 pm
6	Portsmouth	Pick N Pay 738 Islington Street Portsmouth, NH 03801	9:00 am - 7:00 pm Friday close 9:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
7	Littleton	Globe Shopping Center 568 Meadow Street Littleton, NH 03561	9:00 am - 7:00 pm Friday close 9:00 pm	9:00 am - 8:00 pm	9:00 am - 5:00 pm
8	Claremont	Claremont Market Place, 367 Washington St, (Route 103) Claremont, NH 03743	9:00 am - 7:00 pm Fri. 9:00 am - 8:00 pm	9:00 am - 7:00 pm	9:00 am - 5:00 pm
9	Dover	47 Chestnut Street Dover, NH 03820	9:00 am - 7:00 pm Friday close 9:00 pm	9:00 am -8:00 pm	10:00 am - 6:00 pm
10	Manchester	68 Elm Street Manchester, NH 03103-5749	9:00 am - 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
11	Lebanon	12 Centerra Parkway Lebanon, NH 03766	9:00 am - 7:00 pm Friday close 8:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
12	Center Harbor	Route 25, 12 A Main Street, Senter's Marketplace, Unit #1 ; PO BOX 160 Center Harbor, NH 03226	9:00 am - 6:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
13	Somersworth	5 Somersworth Plaza Somersworth, NH 03878	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am - 7:00 pm	10:00 am - 5:00 pm
14	Rochester	Ridge Market Place, 170 Market Place Blvd, Unit #1 Rochester, NH 03867	9:00 am - 8:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
15	Keene	6 Ash Brook Court Keene, NH 03431	9:00 am - 8:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
16	Woodsville	Butson's Complex 1 Forest St. Woodsville, NH 03785	10:00 am - 6:00 pm Friday close 7:00 pm	9:00 am - 7:00 pm	10:00 am - 5:00 pm
17	Franklin	Franklin Shppng Ctr 880 Central St. Franklin, NH 03235	10:00 am - 6:00 pm Friday close @ 7:00pm	10:00 am - 7:00 pm	11:00 pm - 5:00 pm
18	Colebrook	16 Metallak Pl Colebrook, NH 03576	10:00 am - 6:00 pm Fri 9:00 am - 7:00 pm	9:00 am - 7:00 pm	10:00 am - 5:00 pm

STORE NUMBER	LOCATION	ADDRESS	WEEKDAY HOURS	WEEKEND HOURS	SUNDAY HOURS
19	Plymouth	22 Ridge View Lane Plymouth, NH 03264	9:00 am - 6:00 pm Thur and Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
20	Derry	Derry Meadows Shoppes, 35 Manchester Rd. Derry, NH 03038	10:00 am - 7:00 pm Fri 9:00 am - 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm
21	Peterborough	Peterborough Plz Ste #1 19 Wilton Rd. Peterborough, NH 03458	9:00 am - 7:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
22	Brookline	44A Route 13 Brookline, NH 03033	9:00am - 7:00pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
23	Conway	234 White Mountain Hwy, Suite 9 Conway, NH 03818	9:00 am - 8:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
24	Newport	Sugar Riv Shp Ctr 52 John Stark Hwy Newport, NH 03773	10:00 am - 6:00 pm Friday close 7:00 pm	10:00 am - 7:00 pm	11:00 am - 5:00 pm
25	Stratham	Kings Hgwy Plz, Kings Hwy 28B Portsmouth Ave. Stratham, NH 03885	9:00 am - 7:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
26	Groveton	Northumberland Shp Ctr PO Box 42 Route 3 Groveton, NH 03582	10:00 am - 6:00 pm Friday close 7:00 pm	10:00 am - 7:00 pm	12:00 pm - 5:00 pm
27	Nashua	Market Place Plaza 300 Main Street Nashua, NH 03060	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
28	Seabrook Beach	186 Ocean Blvd. Seabrook, NH 03874	10:00 am - 7:00 pm	10:00 am - 7:00 pm	10:00 am - 6:00 pm
29	Whitefield	100 Lancaster Road PO Box 183 Whitefield, NH 03598	10:00 am - 6:00 pm Friday close 7:00 pm	10:00 am - 7:00 pm	12:00 pm - 5:00 pm
30	Milford	Market Basket Plaza 21 Jones Road, Ste #6 Milford, NH 03055	9:00 am - 7:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
31	Manchester	East Side Plaza 885 Hanover Street Manchester, NH 03104	10:00 am - 7:00 pm Friday close 8:00 pm	10:00 am - 8:00 pm	10:00 am - 5:00 pm
32	Nashua	Westside Plaza 40 Northwest Blvd. Nashua, NH 03063	9:00 am - 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
33	Manchester	North Side Plaza 1100 Bicentennial Dr. Manchester, NH 03104	9:00 am - 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
34	Salem	Rockingham Mall 92 Cluff Crossing #4 Salem, NH 03079	9:00 am - 9:00 pm Thursday & Friday close 10:00 pm	9:00 am - 10:00 pm	9:00 am - 7:00 pm
35	Hillsboro	15 Antrim Road, Suite #1 Hillsboro, NH 03244	10:00 am - 6:00 pm Thursday and Friday close 8:00 pm	10:00 am - 8:00 pm	11:00 am - 5:00 pm
36	Jaffrey	Monadnock Plz 80 Peterborough St. Jaffrey, NH 03452	10:00 am - 6:00 pm Friday close 7:00 pm	10:00 am - 7:00 pm	11:00 am - 5:00 pm

STORE NUMBER	LOCATION	ADDRESS	WEEKDAY HOURS	WEEKEND HOURS	SUNDAY HOURS
37	Lancaster	Butson's Marketplace 199A Main St. Lancaster, NH 03584	10:00 am - 6:00 pm Friday close 8:00 pm	10:00 am -7:00 pm	11:00 am - 5:00 pm
38	Portsmouth	100 Rotary Way Portsmouth, NH 03801	8:00 am - 9:00 pm Friday close 10:00 pm	8:00 am - 9:00 pm	8:00 am - 9:00 pm
39	Wolfeboro	35 Center Street Wolfeboro Falls, NH 03896	9:00 am - 7:00 pm	9:00 am - 7:00 pm	9:00 am - 6:00 pm
40	Walpole	32 Ames Plaza Lane Walpole, NH 03608	10:00 am - 6:00 pm Fri 9:00 am - 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
41	Seabrook	Southgate Plaza, 380 Lafayette Rd,Units D & E Seabrook, NH 03874	9:00 am - 9:00 pm	9:00 am - 9:00 pm	9:00 am - 7:00 pm
42	Meredith	Old Province Common 71 Route104 Meredith, NH 03253	10:00 am - 6:00 pm Friday 9:00 am -8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
44	New Hampton	325 NH Route 104 Suite #11 New Hampton, NH 03256	9:00 am - 7:00 pm Fri 9:00 am - 9:00 pm	9:00 am - 8:00 pm	10:00 pm - 7:00 pm
45	Pittsfield	6 Water Street Pittsfield, NH 03263	10:00 am - 6:00 pm Friday close 7:00 pm	10:00 am - 7:00 pm	11:00 am - 5:00 pm
47	Lincoln	165 Main Street Unit 6 Lincoln, NH 03251 Mail ONLY: PO Box 1205	9:00 am - 7:00 pm Fri 9:00 am - 8:00 pm	9:00 am - 8:00 pm	9:00 pm - 6:00 pm
48	Hinsdale	849 Brattleboro Rd. Hinsdale, NH 03451	9:00 am - 7:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
49	Plaistow	Market Basket Plz 32 Plaistow Rd, #2A Plaistow, NH 03865	9:00 am - 9:00 pm	9:00 am - 9:00 pm	9:00 am - 7:00 pm
50	Nashua	Willow Springs Plaza 294 DW Hwy Nashua, NH 03060	9:00 am - 9:00 pm Friday close 10:00 pm	9:00 am - 10:00 pm	9:00 am - 7:00 pm
51	Pelham	Route 38, PO Box 10 Pelham, NH 03076	10:00 am - 7:00 pm Thursday and Friday 9:00 am - 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
52	Gorham	Androscoggin Plaza 159 Main Street Gorham, NH 03581	10:00 am - 6:00 pm Friday 9:00- 8:00 pm	9:00 am - 7:00 pm	11:00 am - 5:00 pm
53	Hudson	Market Basket Shp Ctr 212 Lowell Rd Hudson, NH 03051	10:00 am - 7:00 pm Thursday and Friday 9:00 am - 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
54	Glen	65 Route 302 PO Box 166 Glen, NH 03838	10:00 am - 6:00 pm Thur. 10:00 a - 7:00 p Fri 9:00 am - 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
55	Bedford	9 Leavy Drive Bedford, NH 03110	9:00 am - 9:00 pm	9:00 am - 9:00 pm	9:00 am - 7:00 pm
56	Gilford	18 Weirs Road Gilford, NH 03246	9:00 am - 6:00 pm Thurs and Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
57	Ossipee	Indian Mound Shp Ctr 240 Rte 16B Center Ossipee, NH 03814	10:00 am - 6:00 pm 9:00 am - 8:00 pm	9:00 am - 8:00 pm	9:00 am - 5:00 pm

STORE NUMBER	LOCATION	ADDRESS	WEEKDAY HOURS	WEEKEND HOURS	SUNDAY HOURS
58	Goffstown	Shop N Save Plaza 605 Mast Road Goffstown, NH 03102	10:00 am - 7:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
59	Merrimack	Merrimack Shopping Ctr 6 Dobson Way, Suite A Merrimack, NH 03054-4131	10:00 am - 7:00 pm Thursday and Friday close 9:00 pm	10:00 am - 9:00 pm	10:00 am - 7:00 pm
60	W Lebanon	Powerhouse Plaza, Unit #150 10 Benning Street West Lebanon, NH 03784	9:00 am - 8:00 pm Thursday & Friday close 10:00 pm	9:00 am - 10:00 pm	9:00 am - 7:00 pm
61	Londonderry	137 Rockingham Road, Londonderry, NH 03053	10:00 am - 9:00 pm	9:00 am - 9:00 pm	10:00 am - 7:00 pm
62	Raymond	Raymond Shopping Center 11 Freetown Road Rte 27 Raymond, NH 03077	10:00 am - 7:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 5:00 pm
63	Winchester	30 Warwick Road, Suite 1 Winchester, NH 03470-2819	10:00 am - 6:00 pm Friday close 7:00 pm	10:00 am - 7:00 pm	11:00 am - 5:00 pm
64	New London	New London Shopping Center Route 11 PO Box 464 New London, NH 03257	9:00 am - 6:00 pm Thursday and Friday Close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
65	Campton	Center at Campton Corners 25 Vintinner Road Campton, NH 03223	10:00 am - 6:00 pm Friday close 7:00 pm	10:00 am - 7:00 pm	11:00 am - 5:00 pm
66	Hooksett	I-93 North Route 3A, PO Box 16296 Hooksett, NH 03106	8:00 am - 9:00 pm Friday close 10:00 pm	8:00 am - 10:00 pm	8:00 am - 9:00 pm
67	Hooksett	I-93 South 25 Springer Road Hooksett, NH 03106	8:00 am - 9:00 pm Friday close 10:00 pm	8:00 am - 10:00 pm	8:00 am - 10:00 pm
68	N Hampton	Village Shopping Ctr 69 Lafayette Road North Hampton, NH 03862	9:00 am - 7:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
69	Nashua	25 Coliseum Avenue Nashua, NH 03063	9:00 am - 9:00 pm Friday close 10:00 pm	9:00 am - 10:00 pm	9:00 am - 7:00 pm
70	Swanzey	Wilbur's Market Place Rte 12, Troy Rd, 37 Monadnock Hwy Swanzey, NH 03431	10:00 am - 6:00 pm Thursday 10-7 Friday close 8:00 pm	10:00 am - 7:00 pm	11:00 am - 6:00 pm
71	Lee	60 Calef Highway, Unit #4 Lee, NH 03861	9:00 am - 7:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 6:00 pm
72	Concord	100 Fort Eddy Road Concord, NH 03301	9:00 am - 7:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
73	Hampton- S	I-95 South, PO Box 1993 Hampton, NH 03843	8:00 am - 9:00 pm Friday close 10:00 pm	8:00 am - 10:00 pm	8:00 am - 10:00 pm
74	Londonderry	Market Basket Plaza, 5 Garden Lane Unit #4 Londonderry, NH 03053	9:00 am - 8:00 pm Friday close 9:00 pm	9:00 am - 9:00 pm	9:00 am - 7:00 pm

STORE NUMBER	LOCATION	ADDRESS	WEEKDAY HOURS	WEEKEND HOURS	SUNDAY HOURS
75	Belmont	12 Old State Road, Unit 1 Belmont, NH 03220	9:00 am - 7:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
76	Hampton- N	I-95 North, PO Box 2081 Hampton, NH 03843-2081	8:00 am - 9:00 pm Friday close 10:00 pm	8:00 am - 10:00 pm	8:00 am - 9:00 pm
77	Rindge	Cheshire Marketplace, Unit 7 497 US Route 202 Rindge, NH 03461	9:00 am - 7:00 pm Friday close 8:00 pm	9:00 am - 8:00 pm	9:00 am - 6:00 pm
78	Hampstead	416 Emerson Avenue, Unit #6 Hampstead, NH 03841	10:00 am - 7:00 pm	10:00 am - 7:00 pm	10:00 am - 6:00 pm
79	Epping	5 Brickyard Square Epping, NH 03042	9:00 am - 9:00 pm	9:00 am - 9:00 pm	10:00 am - 7:00 pm
81	Pembroke	Pembroke Crossing Plaza 619 Sand Road Pembroke, NH 03275	10:00 am - 7:00 pm Thursday and Friday close 8:00 pm	9:00 am - 8:00 pm	10:00 am - 6:00 pm
82	Warner	14 Nichols Mills Lane Warner, NH 03278	9:00 am - 8:00 pm Thursday and Friday close 9:00 pm	9:00 am - 9:00 pm	10:00 am - 6:00 pm