



New Hampshire Department of  
**BUSINESS AND  
ECONOMIC AFFAIRS**



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF BUSINESS AND ECONOMIC AFFAIRS**

**Outdoor Recreation Infrastructure Planning**

**RFP 2025-06**

# Table of Contents

|   |    |
|---|----|
| SECTION 1 – Overview and Schedule .....                                       | 4  |
| A. Executive Summary .....  | 4  |
| B. Schedule .....   | 4  |
| C. Description of Agency or Program issuing the Request for Proposals .....   | 4  |
| D. Vendor Instructions .....  | 4  |
| SECTION 2 – Proposed Scope of Work .....                                      | 5  |
| SECTION 3 -- Contract Terms and Conditions .....                              | 6  |
| A. Non-Exclusive Contract .....   | 6  |
| B. Award .....  | 6  |
| C. Standard Contract Terms.....   | 6  |
| SECTION 4 –Request for Proposal Process .....                                 | 6  |
| A. Agency Point of Contact/Restriction of Contact with Agency Employees ..... | 6  |
| B. Vendor Inquiries.....  | 7  |
| SECTION 5 – RFP Terms and Conditions.....                                     | 7  |
| A. Debarment .....  | 7  |
| B. Proposal Preparation Cost .....  | 7  |
| C. Validity of Proposal .....   | 8  |
| D. RFP Addendum .....   | 8  |
| E. Non-Collusion .....  | 8  |
| F. Property of BEA.....   | 8  |
| G. Proposal Confidentiality.....  | 8  |
| H. Public Disclosure.....   | 8  |
| I. Electronic Posting of RFP Results and Resulting Contract .....             | 9  |
| J. Non-Commitment.....  | 10 |
| K. Ethical Requirements .....   | 10 |
| L. Challenges to Identification of Selected Vendor.....                       | 10 |
| SECTION 6 – Evaluation of Proposals .....                                     | 11 |
| A. Criteria for Evaluation and Scoring .....                                  | 11 |
| B. Planned Evaluations .....  | 11 |
| C. Initial Screening .....  | 11 |

|   |   |    |
|---|---|----|
| D.  | Preliminary Technical Scoring of Proposals .....              | 11 |
| E.  | Oral Interviews and Product Demonstrations .....              | 12 |
| F.  | Final Technical Scoring of Proposals.....                     | 12 |
| G.  | No Best and Final Offer .....                                 | 12 |
| H.  | Final Selection.....  | 12 |
| I.  | Rights of BEA in Accepting and Evaluating Proposals .....     | 12 |
| SECTION 7 – Process for Submitting a Proposal ..... |   | 13 |
| A.  | Proposal Submission, Deadline, and Location Instructions..... | 13 |
| SECTION 8 – Proposal Content and Requirements ..... |   | 13 |
| APPENDIX A: Form P-37, Standard Contract Form.....  |   | 15 |

**SECTION 1 – Overview and Schedule**

**A. Executive Summary**

New Hampshire’s Department of Business and Economic Affairs (“BEA” or “the Agency”) seeks proposals from qualified Vendors to develop planning tools to assist municipalities in the planning, creation, and management of outdoor recreation assets to support the tourism industry across the state.

The term of the contract will be from the first day after the next available Governor and Executive Council date in March 2025 to September 30, 2025

BEA seeks proposals from recreation planning and/or development professionals with proven abilities to provide services as described in Section 2 (Proposed Scope of Work) of this RFP.

**B. Schedule**

The following table provides a Schedule of Events for this RFP through contract finalization and approval. BEA reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum. As referenced below, “Local Time” is Eastern Daylight Time.

| <b>EVENT</b>                                   | <b>DATE</b>  | <b>LOCAL TIME</b> |
|--|--------------|-------------------|
| RFP Released to the Public (Advertisement)     | Jan 3, 2025  |                   |
| Vendor Inquiry Period Ends                     | Jan 17, 2025 | 4:00 PM           |
| Final Agency Responses to Inquiries            | Jan 23, 2025 | 4:00 PM           |
| Proposers Submit Proposals Due                 | Feb 7, 2025  | 4:00 PM           |
| Selected Proposal Begins Contract Negotiations | Feb 21, 2025 |                   |

**C. Description of Agency or Program issuing the Request for Proposals**

The Department of Business and Economic Affairs is dedicated to enhancing the economic vitality of New Hampshire while promoting the state as a destination for domestic and international visitors. Included as part of BEA is the Office of Outdoor Recreation Industry Development (ORID), the Office of Planning and Development (OPD), the Division of Economic Development (DED), the Division of Travel and Tourism Development (DTTD) and others. For more information visit [www.nheconomy.com](http://www.nheconomy.com).

"Selected Vendor" means the qualified person or entity that submits a proposal that BEA awards the highest score according to the criteria set forth in this RFP.

**D. Vendor Instructions**

Interested Vendors must read this RFP in its entirety and submit required information and documents in the manner it prescribes. Vendors are responsible for reviewing the most updated information related to this RFP before submitting their proposals.

## **SECTION 2 – Proposed Scope of Work**

Outdoor recreation assets are increasingly important components of healthy lifestyles, cultural identity, and the physical and economic development of municipalities. BEA is committed to leveraging outdoor recreation assets to promote community well-being and drive economic development through tourism across the state.

These grant funds are dedicated to assisting New Hampshire municipalities with the planning and development of outdoor recreation assets. In particular, the funds are intended for those municipalities that may have outdoor recreation opportunities, but limited staff capacity or fiscal resources to develop them.

ORID, in conjunction with OPD, is seeking a vendor to create tools and educational resources to help these municipalities accomplish this goal. Project deliverables may include a toolkit of online training modules, live or recorded webinars, a library of resources, and potentially in person events.

At a minimum, project deliverables should cover topics such as:

1. Planning for outdoor recreation projects, which may include:
  - Asset mapping, and/or how to analyze existing resources
  - Identifying a project and/or how to update a recreation master plan
  - Transportation infrastructure considerations – capacity, parking, access
  
2. Implementation based on project type:
  - How to design, including charrettes, hiring consultants, and plan expectations
  - Identifying partners and stakeholders
  - Funding – how to find grants or include as a CIP project
  - Construction considerations
  - Marketing to encourage tourism

Additional training topics are expected to be incorporated into above deliverables or created as separate tools, and may include:

- Management – maintenance, safety, usage tracking, long term viability
- Usage tracking
- Ownership & liability considerations, or navigating potential legal issues
- Incorporating sustainability and climate-resilience
- Accessibility and equity
- Case studies, or examples of similar processes from similar municipalities
- Other considerations identified by consultant

The budget for the proposal may not exceed \$250,000. Proposals should identify project objectives, deliverables, timelines, and additional training topics to be included. Comprehensive proposals with well thought out educational content will be granted preference.

As a minimum requirement, vendor must demonstrate experience with creating educational resources similar to those outlined above, and experience developing outdoor recreation assets. Consultants should demonstrate the ability to provide services the same as or equivalent to those outlined in the Scope of Work. Vendors that fail to meet this requirement will not receive further consideration.

### **SECTION 3 -- Contract Terms and Conditions**

#### **A. Non-Exclusive Contract**

Any resulting Contract from this RFP will be a non-exclusive Contract. BEA reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified in this RFP or make an award by item, part or portion of an item, group of items, or total Proposal.

#### **B. Award**

If BEA decides to award a contract as a result of this RFP process, any award is contingent upon approval of the contract by the Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

#### **C. Standard Contract Terms**

BEA will require the selected vendor to execute a contract using the Standard Terms and Conditions of the State of New Hampshire (Form P-37) which is attached as Appendix A. In no event is a vendor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

The terms of this RFP and the selected Applicant's Proposal will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all of the selected Applicant's Proposal. References in the P-37 to Exhibits A, B and C are references to the required structure of any resulting contract (Exhibit A – Special Provisions/Amendments to the P-37, Exhibit B – Scope of Services, and Exhibit C – Payment Terms) and are not references to sections of this RFP.

To the extent that an Applicant believes that exceptions to the contract terms in Appendix A will be necessary for the vendor to enter into the contract, the vendor must note those issues during the Vendor Inquiry Period, as further described Section 4B.

### **SECTION 4 –Request for Proposal Process**

#### **A. Agency Point of Contact/Restriction of Contact with Agency Employees**

The points of contact for this RFP, from the RFP issue date until the approval of the resulting contract by the Governor & Executive Council are:

[janel.m.lawton@livefree.nh.gov](mailto:janel.m.lawton@livefree.nh.gov)

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with BEA regarding this RFP is prohibited unless first approved by the RFP Points of Contact. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Points of Contact. Vendors may be disqualified for violating this restriction on communications.

#### **B. Vendor Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, and any exceptions to the contract terms in Appendix A, including the Form P-37, shall be submitted via email to BEA Points of Contact specified above. Inquiries must be received by the end of vendor inquiry period (see Schedule of Events herein).

The vendor must identify the RFP name and the number and include the vendor's name, telephone number, and e-mail address.

BEA will issue responses to properly submitted inquiries on or before the date specified in the Schedule of Events; however, this date is subject to change at BEA's discretion. BEA may consolidate and/or paraphrase questions for sufficiency and clarity. BEA may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. **In response to requested exceptions to P37, BEA will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. Questions about or requested exceptions to the RFP, Form P-37 and/or any relevant attachments not raised during the inquiry period are waived.** Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon BEA. Official responses by BEA will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

### **SECTION 5 – RFP Terms and Conditions**

#### **A. Debarment**

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this RFP.

#### **B. Proposal Preparation Cost**

By submitting a proposal, a vendor agrees that in no event shall BEA be either responsible for or held liable for any costs incurred by a vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

**C. Validity of Proposal**

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

**D. RFP Addendum**

BEA reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, BEA, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

**E. Non-Collusion**

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Proposers and without effort to preclude BEA from obtaining the best possible competitive Proposal.

**F. Property of BEA**

All material received in response to this RFP shall become the property of BEA and will not be returned to the vendor. Upon contract award, BEA reserves the right to use any information presented in any Proposal.

**G. Proposal Confidentiality**

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to BEA may be grounds for disqualification.

**H. Public Disclosure**

The information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know law, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>).

Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a vendor believes any information submitted in response to this RFP should be kept confidential, the vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each



page of the materials that the vendor claims must be exempt from disclosure as “CONFIDENTIAL.” Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial, or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Pricing, which includes but is not limited to the administrative costs and other performance guarantees in Proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a Vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify the Vendor that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a Vendor must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Vendors acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials that are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

#### **I. Electronic Posting of RFP Results and Resulting Contract**

At the time of receipt of proposals, BEA will post the number of responses received with no further information. No later than five business days prior to submission of a contract to the Department of Administrative Services, BEA will post the ranks or scores of each responding Vendor. In the event that the contract does not require Governor & Executive Council approval,

BEA will disclose the rank or score at least five business days before final approval of the contract.

Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this RFP, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a proposal, vendors acknowledge and agree that, in accordance with the above-mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online.

#### **J. Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit BEA to award a contract. BEA reserves the right, at its sole discretion, to reject any and all proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new proposals under a new acquisition process.

#### **K. Ethical Requirements**

From the time this RFP is published until a contract is awarded, no vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

#### **L. Challenges to Identification of Selected Vendor**

Within five business days of BEA's posting of the rank or score on its website, vendors may, in accordance with RSA 21-G:37, request that BEA review its selection process. The request must be in writing and must specify all points on which the Vendor believes BEA erred in its process and shall contain such argument in support of its position as the vendor seeks to present. In its request for review, a Vendor shall not submit, and an agency will not accept nor consider, any substantive information that was not included in the original proposal. BEA will respond to the request within five business days of its receipt.

## SECTION 6 – Evaluation of Proposals

### A. Criteria for Evaluation and Scoring

BEA will evaluate each responsive Proposal using a scoring scale of 100 points, which will be distributed as set forth in the table below.

| CATEGORIES   | POINTS     |
|--|------------|
| TECHNICAL PROPOSAL with the following potential maximum scores for each Technical Proposal category; | <b>100</b> |
| Experience and qualifications of key staff and subcontractors  | 30         |
| Identification and content of project deliverables   | 30         |
| Creativity/Innovation  | 20         |
| Budget, timeline and cost effectiveness  | 20         |
|  |            |
| <b>TOTAL MAXIMUM POINTS</b>  | <b>100</b> |

BEA will select a Vendor based upon the criteria, standards, and weighting noted in the table above. Oral interviews and reference checks may be used to finalize scores.

If the Agency decides to make an award based on these evaluations, BEA will notify the selected Proposer(s). Should BEA be unable to reach agreement with the selected vendor(s) during Contract discussions, BEA may then undertake Contract discussions with the next preferred vendor and so on, or BEA may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

### B. Planned Evaluations

Proposal selection will follow the process below:

- Initial screening to ensure Proposals are in compliance with submission requirements;
- Preliminary evaluation of Proposals;
- Oral interviews (as needed);
- Final scoring; and
- Final selection.

### C. Initial Screening

BEA will conduct an initial screening to verify Vendor compliance with the proposal submission requirements set forth in Sections 4 and 7. BEA may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

### D. Preliminary Technical Scoring of Proposals

BEA will establish an evaluation team to review compliance of the minimum requirements as set forth in Section 2. The evaluation team will then give a preliminary score in accordance with the guidelines set forth in Section 6. Budget proposals will be considered under the “budget, timeline, cost effectiveness of work” category. Vendors should provide a proposed timeline of work and cost per deliverable. Vendor should demonstrate that total cost will fall within maximum available funds noted within this RFP.

#### **E. Oral Interviews and Product Demonstrations**

If BEA determines that it is appropriate, vendors may be invited to oral interviews and/or demonstrations of services. BEA retains the sole discretion to determine whether to conduct oral interviews, with which vendors, and the number of interviews. Vendors are advised that BEA may decide to conduct interviews with less than all responsive vendors.

The purpose of oral interviews and demonstrations is to clarify information provided in the written proposals. Vendors are prohibited from altering the basic substance of their proposals during the oral interview. BEA may ask the vendor to provide written clarifications of elements in their technical proposal regardless of whether it intends to conduct oral interviews.

Information gained from oral interviews and demonstrations will be used to refine technical review scores assigned from the initial review of the proposals.

#### **F. Final Technical Scoring of Proposals**

Following oral interviews, demonstrations, reference checks (if needed) and/or review of written clarifications of proposals requested by BEA, the evaluation team will determine a final score for each technical proposal. Vendors are advised that this **is not a low bid award** and that the scoring of the budget proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring vendor.

#### **G. No Best and Final Offer**

The Proposal should be submitted initially on the most favorable terms which the vendor can offer. There will be no best and final offer procedure.

#### **H. Final Selection**

BEA will conduct a final selection based on the evaluation of the proposals and begin contract discussions with the selected vendor.

#### **I. Rights of BEA in Accepting and Evaluating Proposals**

BEA reserves the right, at its sole discretion, to:

- Make independent investigations in evaluating proposals
- Request additional information to clarify elements of a proposal
- Waive minor or immaterial deviations from the RFP and contract requirements, if determined to be in the best interest of the State

- Omit any planned evaluation step if, in BEA’s view, the step is not needed
- Reject any and all proposals at any time, and
- Open contract discussions with the second highest scoring vendor and so on, if BEA is unable to reach an agreement on contract terms with the higher scoring vendor(s).

**SECTION 7 – Process for Submitting a Proposal**

**A. Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received by the BEA no later than the Proposal Due Date and time specified in the Schedule of Events, herein. **Proposals must be submitted electronically** to the State’s designated Point of Contact:

[janel.m.lawton@livefree.nh.gov](mailto:janel.m.lawton@livefree.nh.gov)

Emails pertaining to this proposal must be clearly marked in the subject line as follows:

**Response To RFP:  
Outdoor Recreation Infrastructure Planning DBEA 2025-XX**

Unless waived as a non-material deviation in accordance with Section 6, late submissions will not be accepted. Delivery of the Proposals shall be at the Proposer’s expense. The time of receipt shall be considered when a Proposal has been officially documented by BEA, in accordance with its established policies, as having been received at the location designated above. BEA accepts no responsibility for misaddressed or mislabeled documents not delivered or undeliverable for whatever reason.

Files must be less than 10MB in size. If files are greater than 10MB in size, the vendor will be required to submit their proposal in parts. It is the vendors responsibility to ensure a complete proposal is submitted. It is recommended that an email with no attachments be sent to the contact person initially stating that email(s) containing the proposal are to follow.

**SECTION 8 – Proposal Content and Requirements**

Proposals shall follow the format below and provide the information set forth:

- An introductory statement, not to exceed two (2) pages including:
  - Experience in providing services as described in the Section 2: Scope of Work
  - Summary of technical proposal (with price and activities the Vendor will undertake to respond to the Scope of Work)

- Background and experience in providing consulting services to state governments
- Technical proposal addressing items listed in Section 2: Scope of Work
- Budget and proposed schedule, including for various online delivery options, if appropriate
- Resumes/portfolios of individuals or subcontractors performing major duties and functions, including role, responsibility, and qualifications.
- Relevant case studies of equivalent work and or online tools (no more than 2)
- Provide UEI number and proof of registration at [SAM.gov](https://sam.gov).
- Complete Contractor Data Sheet (Attachment B)

**APPENDIX A: Form P-37, Standard Contract Form**

**SAMPLE FORM TO BE COMPLETED UPON AWARD**

**FORM NUMBER P-37 (version 2/23/2023)**

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

|   |                            |   |                      |
|---|----------------------------|---|----------------------|
| 1.1 State Agency Name<br>Click or tap here to enter text.   |                            | 1.2 State Agency Address                      |                      |
| 1.3 Contractor Name   |                            | 1.4 Contractor Address                        |                      |
| 1.5 Contractor Phone Number   | 1.6 Account Unit and Class | 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<br><br><div style="text-align: right;">Date:</div>  |                            | 1.12 Name and Title of Contractor Signatory   |                      |
| 1.13 State Agency Signature<br><br><div style="text-align: right;">Date:</div>  |                            | 1.14 Name and Title of State Agency Signatory |                      |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i><br><br>By: _____ Director, On: _____ |                            |   |                      |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i><br><br>By: _____ On: _____                   |                            |   |                      |
| 1.17 Approval by the Governor and Executive Council <i>(if applicable)</i><br><br>G&C Item number: _____ G&C Meeting Date: _____          |                            |   |                      |

**2. 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 B 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, 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 1.13 (“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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.









