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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a statewide contract with Merchants Automotive Group, Inc. (VC#154468) of Hooksett, NH, in the amount of \$1,000,000.00 for fleet management services. The term shall be effective upon Governor and Council approval through December 31, 2023 with the option to extend for two (2) additional one-year extension terms.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued Request for Proposal 2342-21 on December 3, 2020 with responses due on January 15, 2021. There were two compliant responses received with Merchants Automotive Group, Inc. obtaining the highest evaluation score.

RSA 21-I:19-I, states "The Department of Administrative Services shall monitor, analyze, and evaluate the utilization of the state's motor vehicles by agencies and employees". The Department of Administrative Services has identified the statewide need for improvements in fleet efficiency both in terms of cost savings and fleet life cycles, while also effectively meeting Clean Fleets Standards goals for carbon emissions reduction as established through Executive Order 2016-03.

The contract for Fleet Management Services, upon approval, will provide a consistent and centralized agency-level experience. All participating State agencies can expect to achieve an approximate annual 18% improvement in fuel efficiency, general maintenance, preventative maintenance, and repair service expenditures.

Following a prescribed schedule these services shall be available to all agencies to assist locating the most qualified, regional locations for fleet maintenance. This approach will ensure optimal fleet operability and maximize end of equipment life surplus value. The Telematics component provides route efficiency, real time data reporting on overall vehicle

diagnostics, performance, and offers guidance resulting in best practice driving habits maximizing the usable life of the equipment.

Additionally, telematics odometer reporting and On Board Diagnostics reporting assists the vendor in supporting agency adherence to a preventative maintenance schedule. This also assists the Department of Administrative Services in consulting with agencies for the purpose of fleet replacement planning while reducing miles traveled by approximately 10% on average.

Program benefits associated with fleet management services, based on current fuel pricing and maintenance costs is estimated to be:

Participating Agency Full Adoption Savings (less DOT, DHHS, DOS)	
10% Mileage Reduction	694,870.60
Fuel Savings	\$ 70,732.80
18% Cost Savings for Maintenance & Repair**	\$ 80,193.42
39% Increase in Surplus Fleet Value*	\$ 263,487.54
Potential Annually cost avoidance	\$ 414,413.76
* Denotes differed benefits compounded as vehicles conclude their useful life and subsequent sale	
** Less DOT, DHHS, DOS: 677 light duty vehicles included from a statewide total of 1,822	

Fleet replacement planning, resulting from the utilization of this contract for vehicle procurement options, will provide the State of New Hampshire with an avenue to strategically map out a plan to incrementally adopt Electric Vehicles and Electric Vehicle Supply Equipment in the most cost effective manner as established through the State Government Energy Committee and Executive Order 2016-03.

Fleet procurement market conditions are experiencing unprecedented supply chain constraints and elevated prices based on a multitude of factors. With extended strain on the market anticipated to continue through 2023, it is in the State's best interest to engage this vendor's buying power to have the opportunity to supply advantageous pricing for vehicles that meet the needs of our agencies; and continue to support shared goals in the reduction of carbon emissions through their fleet portfolio and partnership in migration to Electric Vehicle technologies throughout the life of the contract.

Based on the foregoing, I am respectfully recommending approval of the contract with Merchants Automotive Group, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Fleet Management Services
Bid #	2342-21
Agent Name	Paul Rhodes

Agency:	Dept. of Admin. Svcs
Requisition: #	n/a
Bid Closing:	1/15/21 @ 10:00 AM

Description	Merchants	Element				
TOTAL TECHNICAL AND PRICE POINTS	77.34	77				



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Denis Goulet
Commissioner

March 23, 2021

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Merchants Automotive Group, Inc., of Hooksett, NH as described below and referenced as DoIT No. 2021-063.

This is a request to enter into statewide contract for the provision of a Fleet Management Services that will offer general maintenance, preventative maintenance, repair management, warranty screening and recovery, dealer transactions, 24 hour roadside assistance, and data management/reporting/telematics services.

The amount of this contract is not to exceed \$1,000,000, and shall become effective upon Governor and Council approval through December 31, 2023.

A copy of this letter should accompany the Department of Administrative Services submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2021-063
cc: Theresa Pare Curtis, IT Manager, DoIT
Ryan Aubert, DAS

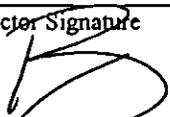
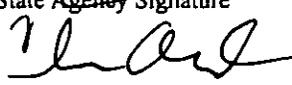
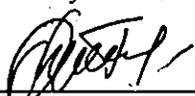
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Merchants Automotive Group, Inc.		1.4 Contractor Address 14 Central Park Drive, Floor 1 Hooksett, NH 03106	
1.5 Contractor Phone Number 603-782-3670	1.6 Account Number Various	1.7 Completion Date 12/31/2023	1.8 Price Limitation \$1,000,000.00
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature  Date: 10/20/21		1.12 Name and Title of Contractor Signatory Brendan P. Keegan, Chief Executive Officer	
1.13 State Agency Signature  Date: 11-8-21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 11/10/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 10/20/21

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 as indicated in block 1.17, 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. 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 affected 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. 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 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 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 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor 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

Contractor Initials **B**
Date **10/20/21**

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's

discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise

Contractor Initials

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out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials B
Date 10/20/21

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials B
Date 10/20/21

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Merchants Automotive Group, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Fleet Management Services in accordance with the proposal submission in response to State Request for Proposal #2342-21 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFP 2342-21
- f. EXHIBIT E Maintenance Management – Administered Maintenance
- g. EXHIBIT F Telematics Devices And Services

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFP 2342-21," (6) EXHIBIT E "Maintenance Management – Administered Maintenance", and (7) EXHIBIT F "Maintenance Management – Administered Maintenance".

3. TERM OF CONTRACT

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter until December 31, 2023.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure upon the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

- Fleet Procurement
 - 1. It is the States intent to integrate its annual vehicle acquisition program into this Fleet management Contract under the following guidelines;
 - The State at its option may choose to purchase vehicles associated with the "light fleet" category under the Contract provided it is determined to be in the States best interest to do so.
 - The State will determine through comparative analysis on an annual basis if the vehicle list prices provided by the Contractor are less than or equal to

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10/30/21

prices available on the open market through a competitive bidding process. The State may use formal competitive bidding via RFB, RFP, RFI or similar to make its determination. The State may evaluate industry related publications, published indexes, market analysis or other means to determine current market condition and reserves the right to negotiate final pricing with the Contractor prior to annual award. Annual award may be in whole or in part as deemed necessary by the State.

- The Contractor must submit annual fixed prices in accordance with the minimum specifications provided by the State. Pricing shall remain fixed until the State is notified in writing that the Manufacture Build Down date for the applicable model year vehicles has lapsed. The Contractor is encouraged to "bridge" their offered price into the next available model year to ensure timely order placement and delivery of vehicles to State agencies.
- It is the responsibility of the Contractor to give the State Fleet Manager copies of the manufacturer's scheduled "build down" or "balance out" dates, including the final date of order acceptance.

2. Vehicle Warranty Requirements

- The Contractor is not the manufacturer or distributor of the goods and services purchased from third parties pursuant to this agreement, and makes no express or implied representations or warranties as to such goods and services whatsoever, including without limitation, the merchantability or fitness for a particular purpose and the Contractor hereby disclaims any such warranty. The Contractor is not responsible for any repairs or service to the vehicles, defects therein or failures in the operation thereof and the State agrees to look solely to the manufacturer or distributor of such goods and services and hereby waives any claims, including product liability claims, against Contractor.
- Notwithstanding the above, to the extent the manufacturer or distributor of the goods and services should extend any warranties to the Contractor, such warranties shall be assigned by the Contractor hereunder for the benefit of the State. Further, and at no cost to the State and for those vehicles enrolled in the Contractors Administered Maintenance service, the Contractor will assist the State to ensure the State receives the fullest value of any such warranty in such cases as a warranty claim being completely or partially declined. The Contractor has extensive historic vehicle operating data, vast expertise in the area of vehicle maintenance, volume purchasing leverage and vendor relationships we can utilize in such efforts. Too, the Contractor will assist in pursuing warrant adjustments for repairs and services that occur after the limits of the stated OEM warranty. If successful, the Contractor will assess a charge of 10% of any such extended warranty settlements.

3. Vehicle delivery and up fitting

- The vehicle fuel tank shall be not less than 1/2 full, the cooling system of each vehicle is to be protected with permanent type anti-freeze to a temperature of at least thirty-four degrees below zero F. Vehicles must be delivered with all equipment in place, cleaned, lubricated, serviced and ready for operation. Dealer advertising or logo is not to be displayed on vehicles.

- On product delivery, the State will accomplish a product inspection, to ensure that all specifications have been met. Upon product acceptance, the State will acknowledge acceptance by submitting payment approval. The State will submit any and all discrepancies to the Contractor within 10 days of receipt, and all discrepancies shall be rectified prior to payment. If the discrepancies cannot be rectified within 14 calendar days of notification, the purchase order may be cancelled.
 - A signed copy of the dealer pre-delivery service check sheet, or an inspection report, and a certificate of origin must accompany each vehicle. It is the States expectation that all new vehicles will be enrolled in the telematics program and all associated equipment be installed by the Contractor prior to delivery to the agency.
- Fleet Procurement expectations/evolution:
 1. Improvement of replacement modeling and streamlined procurement to reduce fleet overall expenses and order to delivery timeframes. Procurement initiatives shall include an eventual transition to expanded alternative fuel and electric vehicle (EV) options and adherence to New Hampshire Clean Fleets Policy Purchasing guidelines
 2. Contractor shall provide the ability to procure heavy/specialty fleet vehicles and engage in a specification development partnership
 3. Contractor shall provide recommended life cycle and total cost of ownership analysis which includes break-even mileage analysis as well as non-business use reports for general use and for use in fleet side-by-side model comparisons
- Maintenance and Repair Services Program to include:
 1. Contractor shall implement a managed maintenance program, to include roadside assistance services
 2. Maintenance program shall apply to all fleet units, including but not limited to light fleet and heavy fleet
- The following conditions must be met relative to new vehicle purchases:
 1. Alternative Fueled Vehicles: Alternative fueled vehicles (e.g., compressed natural gas, propane, E-85 ethanol, electric) shall be considered whenever practical.
 2. All passenger vehicles [PassAUTO], less than 8,501lbs Gross Vehicle Weight Rating (GVWR), shall have a highway fuel economy rating of 41 miles per gallon or better as rated by the U.S. Environmental Protection Agency.
 3. All Sport Utility Vehicles [LDT1], with a gross vehicle weight rating (GVWR) less than 8,501lbs, shall have a highway fuel economy rating of 32 miles per gallon or better as rated by the U.S. Environmental Protection Agency.
 4. All light duty trucks [LDT1], with a gross vehicle weight rating (GVWR) up to 6,000lbs, shall have a highway fuel economy rating of 27 miles per gallon or better as rated by the U.S. Environmental Protection Agency.
 5. All light duty trucks [LDT1], with a gross vehicle weight rating (GVWR) between 6,001lbs and 8,500lbs, shall have a highway fuel economy rating of 25 miles per gallon or better as rated by the U.S. Environmental Protection Agency.
 6. All passenger vehicles and light duty vehicles trucks [LDT1], less than 8,501lbs GVWR, shall have the following emissions classifications or better:
 - "Low Emission Vehicle II" or better, or

- Federal rating "Tier 2, Bin 5" or better
7. Appropriate Vehicle Choice: All agencies shall ensure that the appropriate vehicle is selected depending on its intended use and shall purchase the most fuel efficient vehicle for that intended use.
- 7.8. These conditions may change during the term of the Contract. The State will review the Clean Fleets Policy on an annual basis and update Contractor with any changes in the policy.

Exemptions:

Law enforcement vehicles are exempt from the Clean Fleet Policy. However, when purchasing an exempted vehicle, agencies must give due consideration to #1 through #7 above. Law enforcement vehicles are used by a duly sworn employee of a governmental unit responsible for the prevention or investigation of crime, who is authorized by law to carry firearms, execute warrants, and make arrests.

- Data Management and Telematics Fleet Management tracking suite to include:
 1. System shall gather all Automatic Vehicle Locating (AVL) data and On-board diagnostics system (OBDII)/J-BUS data from the fleet of vehicles;
 2. OBDII/J-BUS data shall be sent to a centralized server that can be accessed anytime by the Statewide Fleet Manager and individual agency Fleet Managers;
 3. Functionality on all light and heavy duty vehicles;
 4. Improvement of fleet utilization, monitoring of engine diagnostics, and reduction in fuel consumption; and
 5. Driver behavior monitoring services to include, but not be limited to; efficient route tracking (route optimization), speeding & maintenance of speed via posted limits, idle time, emergency response time, tire inflation monitoring, and the tracking of quick acceleration and harsh stopping/breaking

The State of New Hampshire requires the following services:

D.1 Maintenance and Repair Services Program

Contractor shall furnish a maintenance and repair services program for each unit designated in the fleet. These services must follow manufacturer's recommendation.

Contractor shall be the point contact for any maintenance and repair service providers. The State reserves the right to quote work out to other vendors. This will be a non-exclusive service provided by the Contractor, where agencies may select the solution that best meets their business needs.

Contractor must furnish a maintenance, repair, and preventative maintenance program for each unit that includes an explanation of emergency repairs, towing, and services available. Contractor will be provided a list of current units for which the Contractor shall supply a maintenance mechanism within ten (10) business days after contract award. Contractor shall supply a maintenance mechanism within five (5) business days for new units or for replacements.

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Contractor shall adhere to tire acquisition, repair/retreading, and disposal laws, standards, and guidelines as represented in statewide contracts upon and after award, at no additional cost.

Contractor, if required, shall manually enter maintenance and repair invoices into the Contractor database and/or accept other maintenance or repair events that can be uploaded into the database. All maintenance and repair events entered into the Contractor's database shall be included in all reports.

Contractor must capture vehicle odometer reading from the service provider at the time service is provided for reporting purposes.

Contractor must implement a payment mechanism for vehicle maintenance and repair costs associated with these activities.

Contractor must implement preventative maintenance management to establish parameters that follow manufacturer's recommendations.

Data Management

Contractor shall implement hosted data analytical service management using integrated, browser client-server applications available 24 hours per day/7 days per week/365 days per year for the following core fleet processes:

- Fleet utilization management
- Maintenance management
- Fleet cycling (replacement management)
- Total cost of ownership analytics
- Cost management and cost containment
- Industry best practice modeling
- Operations cost bench marking

Contractor shall capture, integrate, and provide National Highway Transportation Safety Administration (NHTSA) safety data and vehicle recall information to driver and fleet managers using a browser client-server application or provided in quarterly reports. Contractor must have a web-based forum that shall house and make available safety information from the NHTSA and/or internal Contractor data that can track maintenance trends on certain makes and models of vehicles.

Contractor must implement a browser client-service preventive maintenance application that is driver-centric and can produce maintenance reminders using email, SMS or other means that notify fleet managers when established thresholds are pending or have been exceeded.

Contractor must implement a browser client-server maintenance management and repair application that provides real-time, line item visibility of maintenance and repair outcomes (invoices, work orders, or work requests), including narrative comments (if applicable) which contain documented savings in reduced labor rate charges, reduced parts charges, reduced core charges, and any warranty recovery savings.

Contractor must seek the State approval before implementing repair service management based on established thresholds.

Contractor must implement and manage a maintenance management contact center available to drivers and fleet managers 24 hours per day/7 days per week/365 days per year.

Contractor must implement and manage a 24-hour roadside assistance program with the following core functions:

- Toll-free assistance line
- Emergency towing service
- Tire-changing service
- Battery jump service
- Lockout service

Contractor shall provide, manage, and integrate a browser client-server asset management application with inventory and multi-criteria replacement methodologies, e.g., vehicle age, accrued mileage, life-to-date maintenance cost, predictive maintenance costs by automotive systems, manufacturer, VIN make, and VIN model.

All data must be maintained by the Contractor for thirteen (13) months after the vehicle becomes retired. All operations cost data associated with a vehicle must be maintained for a minimum of five (5) years for reporting purposes. Contractor must provide access to data and assist in transitioning the data to another vendor should this contract be terminated for any reason.

Contractor must provide ability to communicate and interface requested information via data feeds to, and from, the consolidated centralized State of New Hampshire fleet management system (FIMS) and the State of New Hampshire's ERP system, which is currently NH FIRST. FIMS is an in-house developed application and NH FIRST is an ERP system provided by Infor. Collaboration in the data migration phase is imperative to accurately define data maps for the various systems. Contractor and the State shall define a work plan after contract approval.

Contractor must provide data entry ability to record end user name, address, phone number and email associated with each vehicle under their purview.

Contractor must provide the ability to record the driver first name, last name, and the physical address for each vehicle.

D.2 Support

Contractor must send a minimum of one key person as identified by the State at no additional cost to visit designated agency representatives upon request. No more than four (4) half day visits will be required yearly.

Contractor must provide on-site user training in New Hampshire as required on the browser client-server application by the user; utilization of reports; analysis of operating costs; and costing trends at no additional cost. No more than four (4) day visits will be required during annual contract periods.

Contractor must provide the State with a list of principal service personnel upon Contract approval. List shall include contact names, phone numbers, and email addresses. Contractor shall provide an updated list to the State within five (5) business days when there are personnel changes.

Contractor must participate, at the State's request, at seminars to educate drivers / State customers on program requirements in New Hampshire at no additional cost to the State. The State will notify Contractor of request a minimum of two weeks prior to the engagement. A maximum of two (2) seminars will be required yearly. Contractor must provide training, as required, for full understanding and utilization of reports and analysis of operating costs and cost trends at no additional cost to the agency. No separate reimbursement will be made to the Contractor for travel or any other expense or service.

Contractor must provide capability for fleet managers and designees to interact online with Contractor for ordering, inquiry, information, updating and reporting purposes. While the current system has approximately 3,000 users, there are approximately 50 users with management level permissions who are responsible for day-to-day data management.

Contractor must allow the State to periodically visit the Contractor to verify / review the program in operation.

Maintenance and Repair Services

Contractor must provide information concerning changes in industry practices, policies, regulations, and/or other related information to the State. For example, periodic publications for review by the State concerning 1) suggestions for prompt and effective maintenance; and 2) national fleet information from manufacturers, consultants, etc.

Contractor must maintain a toll-free line which includes Automotive Service Excellence (ASE) Certified Technicians, 365 days a year, 7 days a week, 24 hours a day to monitor all maintenance and repair requests. If applicable, nights and weekends may be reserved for limited emergency services.

Contractor must implement narrative and graphical performance reviews for the State (consolidated) and State agencies (by agency billing code), no less than annually to demonstrate achieved cost savings based upon agreed metrics for the State and spending units as well as identifying other service areas with the potential to achieve increased cost savings or cost containment for the State and agencies.

D.3 Reporting

All data and reports must be available to be exported into Microsoft Excel 2016 or later version (XLSX), or comma-separated-value ".csv" format that is usable by end users.

Contractor must provide a quarterly report to the State detailing savings recovered by efforts of the Contractor.

Contractor must provide a browser client-server application for real-time reporting based on user-selected criteria upon request.

Contractor must ensure that all reports are mathematically correct and accurate before publishing reports. Rounding of individual costs is not acceptable.

Contractor must provide standardized and customizable reports that will be available through a browser-client application to state agencies without additional charge. Reports generated by Contractor or end users must be exportable to MS 2016 format or later (XLSX), or comma-separated-value ".csv" format.

Contractor must provide a report that combines all maintenance, and other vehicle related expenses into one report that can be run by date ranges and or specific hierarchy organizations. Report needs to be the true cost of operating a vehicle not over or under stated by taxes, refunds and or corrections.

Contractor must provide a Yearly Review of Accounts and Suggestions.

Contractor must have the ability to transfer charges in case of incorrect transactions.

Maintenance and Repair Services Program

Contractor must distribute standardized reports (i.e.: maintenance by VIN, by vehicle make/model, by maintenance type, by agency, etc.) to designated agencies as determined necessary without additional charges. Additionally, the Contractor shall develop specialized reports unique to each agency's needs.

Contractor must provide on-line computer access (viewing only) to Ad Hoc reporting, vehicle maintenance and/or repair expense information to approximately 50 users with management level permissions who are responsible for day-to-day data management.

Contractor must furnish, at a minimum by email, recall notification and other warranty / service information received from any source.

Contractor must create and maintain all data records for each vehicle in the database system. The State requires that the Contractor keep automated maintenance and repair records for as long as the vehicle is enrolled in the Contractor's maintenance and repair program and thirteen (13) months after vehicle becomes retired. The Contractor must also keep records and supporting documentation that may be needed to satisfy all manufacturer's claims or other disputed maintenance and repair issues. Records shall be surrendered to the State or designated Contractor upon the end of contract termination or at the State's request.

MILEAGE AND ODOMETERS

Contractor system must allow odometer readings to be entered manually, by interface from other software, or by data upload per each VIN as needed.

Contractor must have a mechanism to report on business and non-business use miles and report on number of business and non-business use miles by vehicle, month, agency and State of New Hampshire.

Contractor must provide a browser client-server application for real-time mileage entry and calculation functionality for official business use, and non-business use miles. Total miles and

ending odometer readings must be calculated by vehicle and driver. Trip logs must be tracked on a driver-by-driver basis and each driver can only have two (2) logs open at a time. Logs are required to be submitted monthly.

Contractor must track and report to the State the vehicles being driven less than a specified number of miles monthly. The State will provide the specified number of miles for this event to the Contractor upon Contract approval.

D.4 TELEMATICS

Equipment

Contractor must create master, central, separate account, subordinate division, subdivision, or location-specific hierarchical organization (chart of accounts) for viewing, reporting, and administration as designated by the State.

Telematics device must retain compatibility with 2000 and newer vehicles utilizing the manufacturer's OBD port.

Telematics device must be fully functional on all light, heavy, and extra heavy duty vehicles.

Telematics device must include an installation harness to allow garages to access the vehicles OBD port without disconnecting the telematics device.

Telematics devices must be compatible with all of the following providers: Verizon, T-Mobile, US Cellular, and AT&T.

For emergency vehicles and first responders, the product must comply with AES256 for Data in Transit (DIT), Data at Rest (DAR), and over-the-air signed firmware updates that are FIPS 140-2 compliant and hosted with a FedRAMP certified cloud provider.

The telematics devices must have the capability to distinguish between drivers.

A pool driver's record must stay with the driver's history regardless of the number of different vehicles that are driven.

Software must be completely Web based, requiring no software installation of any kind on the State's computers, laptops, or mobile phones.

Telematics data must be exportable in MS 2016 format or later (XLSX), or csv, and also capable of being interfaced with the State of New Hampshire FIMS Database as required.

Software must include unlimited grouping hierarchy and users.

Tracking must be on at least 2-minute intervals.

Features to include but not be limited to

- Location tracking
- Driver speed tracking (threshold and posted)
- Idle time tracking
- Create, edit and import Geo-fence zones

- Versatile rules engine for defining exceptions
- E-mail alert notifications and reports
- Odometer and engine hours
- In-cab audible alerts
- Driver behavior
- Speeding
- Idling
- Harsh braking
- Harsh acceleration
- Harsh cornering
- Seat belt use
- Engine data and engine faults
- Stop detail report
- Vehicle activity
- Begin/end of day
- Smog check
- Greenhouse gas emissions
- Fleet utilization
- Fuel efficiency
- Warranty
- Offline back-up to server when fleet is in remote locations/out of service areas

D.5 Driver Log

Driver log shall be accessible by PC, cell phone, or tablet.

Driver log shall maintain a secure limited access history of viewing and editing as provided by the State.

The Driver log must be able to accommodate drivers that are not assigned to one vehicle. Trip logs must be tracked on a driver-by-driver basis and each driver can only have two (2) logs open at a time. Logs are required to be submitted monthly.

At a minimum, the Driver Log must contain the following fields:

- Driver ID#
- Driver First Name
- Driver Last Name
- Reporting Period
- Vehicle #
- Starting Odometer
- Ending Odometer
- Business Miles
- Personal Miles
- Total Miles
- Purpose of trip

Adding or Removing Services

State agencies may add or remove services at any time throughout the contract with a 30 day notice. Any agency that chooses to utilize this Contract may use all services (fleet procurement, vehicle maintenance/preventative maintenance, and Telematics fleet management) or any single

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or combination of these services. All services shall be conterminous with the termination date listed in box 1.7 of the P-37.

Additional Requirements:

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work with a State agency until a conference is held with that agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency intending to utilize the Contractor's services.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems 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 and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and 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 any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

For the purpose of this contract, sub-contractors shall mean any 3rd party vendor utilized by the Contractor to provide the administration of the fleet management services and performance of this

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Contract. The term sub-contractor shall not apply to vendors providing the actual vehicle maintenance, repairs, towing services.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide Fleet Management Services strictly pursuant to, and in conformity with, the specifications described in State RFP #2342-21, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55qhaeas45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55qhaeas45jpyq5i45))/welcome.aspx)

The Contractor shall hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signing this contract, that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Fleet Management services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,000,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Service	Unit of Measure	Cost
A. Maintenance and Repair Services Program		
Maintenance, Preventative Maintenance, and Repair Management	\$ per Vehicle per Month	\$ 4.00
Warranty Screening and Recovery	% of successfully recovered amounts	10%
Dealer/Independent (in Network) Transactions	\$ per Incident	0%
Non-Network Maintenance Transactions	% of repair	10%
24-Hour Roadside Assistance	\$ per Incident	\$ 35.00
Rebate & Bonus	<ul style="list-style-type: none"> • 2% maintenance rebate paid annually. Rebate will be based off National Account spend and requires program enrollment • \$4.00 per vehicle volume bonus, paid annually for each new vehicle activation on the maintenance program the prior year 	
Glass Repair/Replacement	Cost of repair plus \$35.00 Admin fee	Cost of repair plus \$35.00 Admin fee
B. Data Management, Reporting, and Telematics		
Device Cost	\$ per device (One time fee)	\$ 150.00
Installation Cost	\$ per Incident	\$ 175.00
Hosting Cost (per department)	\$ per Month	No Fee
Software License Cost	\$ per Seat per Month	No Fee
Uninstall fee	Admin fee. Additional cost of service will pass through	\$ 200.00
Transfer fee	Admin fee. Additional cost of service will pass through	\$ 200.00
Telematics Reporting	\$ per Driver per Month	\$ 21.00
Non-Business Use Taxable Benefit Reporting	\$ per Driver	\$ 1.50
IT Set-up and Training (per department)	\$ per (one time fee)	No Fee
Key Fob: \$5.00 per occurrence (new and replacement) Lost/Stolen Device: \$100 per occurrence plus cost of new device and installation (if applicable) Installation No Show: \$50 per occurrence plus cost of installation Installation Travel Fees (if applicable): at cost per occurrence One-off Harness Fee (Plug and Play): \$35 per occurrence		

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One-off Harness Fee (Professional Installation): \$175 per occurrence
 On-site Troubleshoot: \$50 per occurrence plus cost
 One-off Driver ID Hardware Only: \$60 per occurrence (installation not included)
 Professional Installer De-install Existing Device: \$50 per occurrence plus cost to remove hardware

Bonus	• \$1.50 per vehicle volume bonus, paid annually for each new vehicle activation on the telematics program the prior year paid annually
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D. PERSONAL USE REPORTING:

\$1.50 per vehicle per month

E. OTHER

Disposition Fee \$225.00

Courtesy Delivery Fee: one-time charge assessed by delivering dealer of new vehicles will be passed through to the State at actual (no Contractor markup)

REGISTRATION:

ANNUAL RENEWALS	\$35.00 PER OCCURRENCE, PLUS THE COST OF REGISTRATION
DUPLICATE TITLE/DUPLICATE REGISTRATION OR AMENDMENT	\$25.00 PER OCCURRENCE, PLUS APPLICABLE STATE FEE
CHANGE OF PLATE TYPE/STATE TO STATE CHANGE MAILINGS	\$75.00 PER OCCURRENCE, PLUS THE COST OF PLATE FEES &

Violations Process:

PARKING & MOVING VIOLATIONS

Contractor will pay the fine and invoice the amount of the fine for the violation to the customer with an added \$25.00 administrative fee.

SNAPSHOT/CAMERA VIOLATIONS

For those violation issuing agencies or municipalities that do not allow charges to be assigned to the customer, Contractor will pay the fine along with any applicable penalties or late fees and invoice that amount to the customer. For those that allow the fine to be assigned, Contractor will return the violation to the issuing agency or municipality who will then forward the violation directly to the customer for payment. A \$25.00 research fee will be invoiced per violation to the customer in both cases.

THIRD PARTY VENDOR FEES

Occasionally, Contractor employs a third-party vendor to facilitate the above services and violations processing. The costs of using these vendors will be passed through to the customer. Other fees may include: federal express, mailing fees, department of motor vehicle administrative fees, etc.

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

The invoice shall be sent to the address of the using agency under agreement.

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Payments may be made via ACH or P-Card. Contractor shall enroll with the State Treasury for ACH payments (see <https://www.nh.gov/treasury>).

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EXHIBIT D

RFP #2342-21 is incorporated here within.

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EXHIBIT E

MAINTENANCE MANAGEMENT – ADMINISTERED MAINTENANCE

Whereas the Contractor provides an ADMINISTERED MAINTENANCE product as described below and State desires to enroll certain vehicles under this program, the parties agree to the following:

This program, provided by Contractor, is designed to minimize State's vehicle operating cost and reduce administrative expense. In exchange for the mutual promises herein expressed, the parties agree to perform in accordance with the following terms:

CONTRACTOR will: (a) provide written instructions through a Driver Information Package for use of the program to each driver of the State, assigned to vehicles expressly enrolled in this program; (b) provide toll-free telephone access to Contractor's call center; (c) authorize and make payment for necessary repairs and mechanical services through the Contractor's participating vendor network (National Accounts as listed in the written instructions provided) or as otherwise verbally directed by Contractor's personnel; (d) audit all vendor invoices for accuracy; (e) invoice State without mark up for all authorized purchases from in-network vendors; (f) invoice State with a markup as indicated on Exhibit C for all authorized purchases for out-of-network vendors; (g) provide assistance in arranging for temporary rentals if requested by the State the cost of which will be billed back to the State; (h) reimburse drivers for out-of-pocket expenses and bill such costs back to the State; and (i) pursue extended warranty (out of written warranty) reimbursements from the vehicle manufacturers for applicable service and repairs while retaining a fee of 10% of any amounts successfully collected.

Contractor will also administer the repair/replacement of glass by providing a nationwide glass program. The Contractor will establish a repair order to record the event and coordinate the repair or replacement with a mutually agreed upon third party vendor. Contractor will issue a purchase order to the vendor and pay the vendor the negotiated rate and close the claim. If the Contractor provides Insurance, the State, or its authorized representative, will report the glass loss or claim to the Contractor's Insurance Services Department via telephone (800#), fax or email.

The vendor's actual charges for each repair or replacement of glass will be invoiced to State along with a \$35.00 per occurrence claims handling fee.

Contractor will provide a driver information package which includes a maintenance brochure containing a description of pre-approved preventative maintenance services at mutually agreed upon mileage intervals for submission as a purchase order to participating service providers, the names of which shall be clearly noted on the driver information package and maintenance brochure. Contractor agrees to audit all charges resulting from the use of the maintenance schedule to ensure only authorized service has been done and that all charges are at pre-negotiated prices from participating service providers.

Each maintenance brochure issued under this agreement will display the State's name, the vehicle identification number (VIN), a description of the vehicle including, Year, Make, Model, and exterior color and will be usable within 500 miles before or after the stated odometer interval and serves as authorization to perform the maintenance as indicated. Any additional service or work outside of the mileage limitations must be authorized by the Contractor.

CONTRACTOR will provide a Roadside Assistance program for an amount listed on Exhibit C, with the following features:

Covered
Towing – disabled vehicle will be towed to the nearest qualified service facility or to another location requested by State.

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Battery Service – jump start
Flat Tire Assistance – remove flat and replace with spare.
Fuel, Oil, Fluid and Water Delivery Service – an emergency supply will be delivered to any State in immediate need when driving a covered vehicle.
Lock-Out Assistance

STATE will: (a) provide written notification, including all information reasonably requested by Contractor, of all vehicles to be enrolled in this program; (b) direct its employees to comply with all instructions provided in the Driver Information Package or as otherwise reasonably instructed by Contractor; (c) pay an administrative fee as indicated on Exhibit C; (d) pay all authorized invoices covering goods and services obtained by Contractor on the State's behalf pursuant to this agreement including any such charges authorized while a vehicle was actively enrolled in the program but subsequent to a vehicle being terminated from this agreement.

Vehicles covered under this Agreement may be owned by Contractor and leased back to State or owned by the State or other third party.

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EXHIBIT F

TELEMATICS DEVICES AND SERVICES

WHEREAS, the Contractor provides devices and services for telematics products installed or to be installed in certain vehicles, through various third party providers (collectively, the "Service Partners"), and the State desires to purchase and/or lease such devices and services from Contractor on the terms and conditions provided in the applicable lease and this Addendum.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties hereby agree as follows:

1. CONTRACTOR OBLIGATIONS:

CONTRACTOR will:

- a) Provide the necessary equipment for each vehicle needed to collect the pertinent telematics data (the "Devices");
- b) Provide telematics services to State through its Service Partners for each vehicle, provide access to the online software for viewing the various reports (the "Website"), and access to certain training materials related to the telematics services, at the monthly fees set forth on Exhibit C;
- c) Provide toll-free telephone access to the support call center for such telematics services;
- d) Provide consultative services and best practices for implementing policies intended to modify behavior as a result of the data shown on the above reports; and
- e) Install or arrange for the installation of the Devices or provide access to and coordination of installations via the Contractor's National Account Network of installers. Alternatively, State may elect to self-manage hardware installation (see 2.f below)

(The services described in paragraphs (b), (c), and (d) are collectively referred to as the "Telematics Services".)

2. STATE'S OBLIGATIONS:

STATE will:

- a) Provide written notification, including all information reasonably requested by Contractor, of all vehicles to be enrolled in the Telematics Service program;
- b) Direct its employees to comply with all instructions and policies to ensure the reliability of the Telematics Services or as otherwise reasonably instructed by Contractor;
- c) Grant permission to Contractor or its Service Partners for accessing necessary data as reasonably requested by Contractor;
- d) If applicable, supply any additional equipment (i.e. mounts, mobile devices) that may be required for the use of Hours of Service / Driver Vehicle Inspection Reporting (HOS/DVIR). State is responsible for any and all shipping charges associated with supplying the equipment;
- e) Notify Contractor 30 days in advance and in writing if the Devices and Telematics Services will be transferred to a different vehicle;
- f) Should State cancel telematics service prior to end of term and hardware is not transferred to another vehicle, State is responsible for early termination fee. Early termination fee is determined by applicable payment option chosen below:
 - o Bundle Option (hardware and service plan): State will be charged remaining hardware cost for the full term and 50% of the remaining monthly service fee.
 - o Bundled Option (hardware, installation, and service plan): State will be charged remaining hardware and installation cost for the full term and 50% of remaining monthly service fee.
 - o Upfront hardware: State will be charged 50% of remaining monthly fee.
 - o Upfront hardware and installation: State will be charged 50% of remaining monthly service fee.

- g) If elected by State, self-manage the installation of applicable hardware. If such installation is of the "plug and play" (not hardwired) method, State agrees to assume full responsibility for lost, stolen or damaged equipment occurring during initial installation, while any vehicle in which such hardware has been installed is being serviced and during the process of re-installation to another vehicle if applicable. State further agrees that it will not abate or offset any charges due Contractor hereunder because of such loss, damage or any other reason the device should fail to function for any period of time.
- h) State to direct employees to comply with professional installation scheduled date and times. In the instance the employee, vehicle, or hardware is not available for scheduled installation, fee penalties will apply per Exhibit C.
- i) In the event State requires an installer on-site to perform troubleshoot activities, fee penalties will apply per Exhibit C.
- j) If applicable during the installation process, State's vehicle has an existing telematics device in vehicle in which professional installer must remove, fee penalties will apply per Exhibit C.
- k) Review and accept Service Partner's end user agreement which will be made electronically available for acceptance when the Service Partner's software is initially installed. It can also be downloaded for review at <https://docs.google.com/document/d/1jXvfjvUEwfp-vL0c9CwB9vp4bJEgpf5PmSVfmRznuvc/edit>

Invoicing and payment term is the same per outline of the Master Fleet Services Agreement except for billing start date for telematics begins when the device is shipped from Service Provider to end destination (State or Professional Installer if applicable) for installation. If the device is shipped on or before the fifteenth (15th) day of the month, charges will accrue the first day of such month. If the device is shipped after the fifteenth (15th) day of the month, charges will accrue the first day of the following month.

Vehicles covered under this Agreement may be owned by Contractor and leased back to State or owned by the State or other third party.



CERTIFICATE OF INCUMBENCY

I, Cole A. Mills, the undersigned Assistant Secretary of Merchants Automotive Group, Inc., a New Hampshire corporation ("Merchants"), do hereby certify that the following persons are designated and appointed to the offices indicated below, and that said persons do continue to hold such offices at this time, have the power to manage, administer and execute any and all contracts between Merchants, its affiliates and subsidiaries, and third parties, including but not limited to, fleet management services contracts with the state of New Hampshire:

<u>Name</u>	<u>Title</u>
Brendan Keegan	Chief Executive Officer
Gerald Pavelich	Senior Vice President & Chief Financial Officer
Tom Coffey	Senior Vice President – Sales & Consulting

IN WITNESS WHEREOF, I have hereunto subscribed my name this 26th day of October, 2021.

A handwritten signature in cursive script, appearing to read 'Cole A. Mills', written over a horizontal line.

Cole A. Mills
Assistant Secretary
Merchants Automotive Group, Inc.
14 Central Park Drive, 1st Floor
Hooksett, New Hampshire

State of New Hampshire

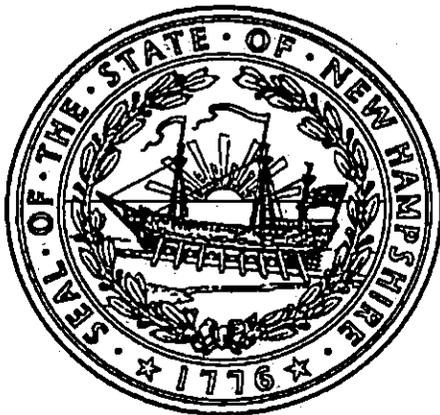
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MERCHANTS AUTOMOTIVE GROUP, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on January 26, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 11981

Certificate Number: 0005448633



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of September A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff Insurance Services, Inc. 1800 SW First Avenue, Suite 400 Portland, OR 97201	CONTACT NAME: PHONE (A/C No, Ext): 503-943-6621 FAX (A/C, No): 503-943-6622	
	E-MAIL ADDRESS:	
INSURED Merchants Automotive Group, Inc. 14 Central Park Drive 1st Floor Hooksett, NH 03106	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Memic Indemnity Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** B62NCUKB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3102803179	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
								\$
								\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER The State of New Hampshire Department of Administrative Services Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
09/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	CONTACT NAME: Sentry Customer Service
	PHONE (A/C, No, Ext): 800-473-6879 FAX (A/C, No): 800-514-7191
EMAIL ADDRESS: businessproducts_direct@sentry.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Sentry Select Insurance Company	NAIC # 21180
INSURED	
Merchants Automotive Group, Inc 14 Central Park Dr 1st Fl Hooksett, NH 03106-2507	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **PROD / CUSTOMER ID:** **CERTIFICATE #:** 2314944 **REVISION #:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS				A0101613001	05/01/2021	05/01/2022	AUTO ONLY (Ea accident)		\$ 500,000
								OTHER THAN AUTO ONLY	EA ACCIDENT	\$ 500,000
									AGGREGATE	\$ 2,500,000
A	GARAGE KEEPERS LIABILITY							<input checked="" type="checkbox"/> COMP / OTC SPECIFIED PERILS	LOC 1	\$ 500,000
	LEGAL LIABILITY				A0101613001	05/01/2021	05/01/2022	<input type="checkbox"/>	LOC	\$
	DIRECT BASIS							<input checked="" type="checkbox"/> COLLISION	LOC 1	\$ 500,000
	PRIMARY							LOC	\$	
COMMERCIAL GENERAL LIABILITY								EACH OCCURRENCE		\$
CLAIMS-MADE								DAMAGE TO RENTED PREMISES (Ea occurrence)		\$
OCCUR								MED EXP (Any one person)		\$
GEN'L AGGREGATE LIMIT APPLIES PER:								PERSONAL & ADV INJURY		\$
POLICY								GENERAL AGGREGATE		\$
PROJECT								PRODUCTS - COMP/OP AGG		\$
LOC										\$
OTHER										\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE		\$ 15,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE			A0101613007	05/01/2021	05/01/2022	AGGREGATE		\$ 45,000,000
	DED	RETENTION \$						PRODUCTS - COMP/OP AGG		\$ 45,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY								<input type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			N/A					E.L. EACH ACCIDENT		\$
If yes, describe under REMARKS below								E.L. DISEASE - EA EMPLOYEE		\$
								E.L. DISEASE - POLICY LIMIT		\$

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to attached

CERTIFICATE HOLDER The State of New Hampshire, Department of Administrative Services, Bureau of Purchase and Property 25 Capitol St Rm 102 Concord, NH 03301-8312	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: XXXXXX0758

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 2 of 2

AGENCY David Tirdel		NAMED INSURED Merchants Automotive Group, Inc	
POLICY NUMBER A0101613001			
CARRIER Sentry Select Insurance Company	NAIC CODE 21180	EFFECTIVE DATE: 05/01/2021	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 30 FORM TITLE: Certificate Of Garage Insurance

Auto Dealers

General Liability is included within the automobile/garage liability

Garagekeepers Liability

Location #	State	Basis	Collision Limit	Comp/OTC/Specified Perils Limit
2	NH	Natural Disasters Legal Liability	\$ 1,320,000	\$ 1,320,000