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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 21, 2024

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 contract with Atlantic Tactical, Inc. (VC#254684), New Cumberland, PA, in an amount up to and not to exceed \$2,118,418.50 for body armor with an option to extend for up to an additional two years effective upon Governor and Executive Council approval through February 28, 2029.

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 (BoPP), issued request for bid (RFB) 2850-24 on November 8, 2023, with responses due on November 30, 2023. This bid reached 45 vendors through the NIGP registry with an additional 17 directly sourced. There was one compliant response received from the incumbent contractor, Atlantic Tactical, Inc. (Contract #8002809) due to brand specific Safariland™ products that are currently in use by NH State Police, Fish & Game, and the Department of Corrections. Using different products would require a significant amount of time by all end users to sample and test “like” items before the current contract (Contract #8002809) expires potentially causing a detrimental gap in services.

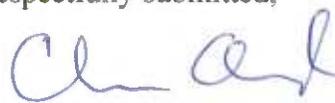
This requested contract reflects a 22% overall cost increase as shown in Atlantic Tactical, Inc.’s bid response when compared to the current contract (Contract #8002809) pricing due to volatility in market conditions. However, the BoPP achieved a cost avoidance of 6% or \$115,550.10 when compared to Safariland™ products under the National Association of State Procurement Officials (NASPO) contracts. Additionally, the NASPO contract is due to expire in November 2024 with only one 12-month extension available. In comparison, this requested contract has locked in the lower pricing for five years. The forecasted spend is calculated from actual expenditures in business intelligence reports for the last three years, providing a more accurate estimation of spend and includes an annual allowance of 10% for items purchased under the contractor’s balance of product line.

Contract financials	
Estimated annual spend	\$385,167.00
Estimated 5-year term spend	\$1,925,835.00
Add allowance for balance of product line (10%)	\$192,583.50
Requested price limitation	\$2,118,418.50

The proposed contract with Atlantic Tactical, Inc. includes a provision whereby price decreases take effect as they become available to the general trade which will be closely monitored by the BoPP.

Based on the foregoing, I am respectfully recommending approval of the contract with Atlantic Tactical, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Body Armor	Agency	Statewide
RFB#	2850-24	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	11/30/2023 @ 11:00 AM

Estimated Annual Quantity	UOM	Product Description	Item Number	Atlantic Tactical, Inc.		Expiring Contract		
				Unit Cost	Extended Cost	Unit Cost	Extended Cost	% Increase
150	EA	SX™ Level II, A7 - Male Panel Set	1219784-M	\$921.25	\$138,187.50	\$734.25	\$110,137.50	25%
75	EA	SX™ Level II, A7 - Female Panel Set	1219785-F	\$921.25	\$69,093.75	\$734.25	\$55,068.75	25%
150	EA	M Series Concealable	1218314	\$107.25	\$16,087.50	\$93.50	\$14,025.00	15%
150	EA	Soft Trauma Plate, 5" X 8"	1220902-58	\$27.50	\$4,125.00	\$24.75	\$3,712.50	11%
15	EA	JPPQ-Vest-MATRIX® Level II, A7 - Male Panel Set	1221918-M	\$660.00	\$9,900.00	\$522.50	\$7,837.50	26%
150	EA	M Series Concealable Extra Carrier	1218314	\$107.25	\$16,087.50	\$93.50	\$14,025.00	15%
150	EA	Protech IMPACT IT 5x8 special threat plate	1001628	\$110.00	\$16,500.00	\$77.00	\$11,550.00	43%
15	EA	U1 Uniform Shirt Carrier, Front Opening	1303540	\$247.50	\$3,712.50	\$200.75	\$3,011.25	23%
25	EA	Oregon City Carrier, Front Opening, DN6566	1303518-OC	\$266.75	\$6,668.75	\$217.25	\$5,431.25	23%
10	EA	Protech Tactical Vest-FAV™ Tactical Carrier, Advanced Webless System, VELCRO® Closure	1314852	\$596.75	\$5,967.50	\$453.75	\$4,537.50	32%
10	EA	FAV™ Ballistics, SX™ Level IIIA	1221174	\$1,155.00	\$11,550.00	\$1,485.00	\$14,850.00	-22%
10	EA	Collar, SX Level IIIA	1314363	\$156.75	\$1,567.50	\$129.25	\$1,292.50	21%
10	EA	Throat, SX Level IIIA	1314364	\$167.75	\$1,677.50	\$137.50	\$1,375.00	22%
10	EA	Structured Upper Arms, Short, SX Level IIIA	1314408	\$602.25	\$6,022.50	\$448.25	\$4,482.50	34%
10	EA	Standard Groin, SX Level IIIA	1314103	\$261.25	\$2,612.50	\$217.25	\$2,172.50	20%
30	EA	Protech Rifle Plate	DT106E-1314826	\$440.00	\$13,200.00	\$317.63	\$9,528.90	39%
30	EA	Safariland VI Overt Outer Carrier, Side Opening, Advanced Webless System (Tactical Green Color)	1303560	\$272.25	\$8,167.50	\$217.25	\$6,517.50	25%
100	EA	ProTech TP10A, Dbl Mag Handgun Pouch, Tac Green	TP10A	\$24.75	\$2,475.00	\$22.00	\$2,200.00	13%
100	EA	ProTech TP17, Handcuff Pouch, Single, Tac Green	TP17	\$19.25	\$1,925.00	\$16.50	\$1,650.00	17%
100	EA	ProTech TP17, Handcuff Pouch, Single, Tac Green	TP33	\$41.25	\$4,125.00	\$33.00	\$3,300.00	25%
100	EA	ProTech TP21A, Radio Pouch w/ Bungee, Universal, Tac Green	TP21A	\$35.75	\$3,575.00	\$24.75	\$2,475.00	44%
200	EA	ProTech ID PATCHES - Small 5" X 2"	1223589-SPS	\$6.88	\$1,376.00	\$6.05	\$1,210.00	14%
200	EA	ProTech ID PATCHES - Large 8.5" X 3"	1223589-SPL	\$6.88	\$1,376.00	\$6.05	\$1,210.00	14%
175	EA	Halcy Strategic Thorax Carrier	1025782088	No Bid	No Bid	N/A	N/A	N/A
175	EA	G Code Sync Series Assaulter's Plate Carrier	SYNC APC 1	No Bid	No Bid	N/A	N/A	N/A
75	EA	Safariland HyperX FC Full Coverage Platform	1356120	\$522.50	\$39,187.50	N/A	N/A	N/A
Total					\$385,167.00		\$281,600.15	22%

Estimated annual spend	\$385,167.00	Expiring contract annual spend	\$281,737.31
Estimated term spend	\$1,925,835.00	Expiring contract term	\$1,408,686.55
Add allowance for balance of product line	\$192,583.50	Cost increase	\$517,148.45
Recommended price limitation	\$2,118,418.50	Delta: new vs. expiring	37%

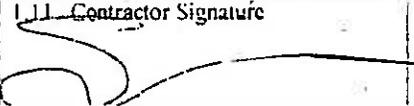
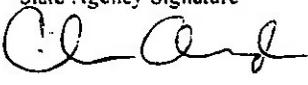
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name 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 Atlantic Tactical, Inc.		1.4 Contractor Address 763 Corporate Circle New Cumberland, PA 17070	
1.5 Contractor Phone Number 717-774-3339 x151142 1-800-781-2677	1.6 Account Unit and Class Various	1.7 Completion Date 2/28/2029	1.8 Price Limitation \$2,118,418.50
1.9 Contracting Officer for State Agency Jonah Rosa, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2550	
1.11 Contractor Signature  Date: 12/19/2023		1.12 Name and Title of Contractor Signatory Sean Conville, President	
1.13 State Agency Signature  Date: 1/23/24		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: <i>Duncan A. Edgar</i> On: January 29, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) 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.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

26. **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.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Atlantic Tactical, 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 Body Armor in accordance with the bid submission in response to State Request for Bid 2850-24 and as described herein.

2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2850-24
- EXHIBIT E Contractor's Bid Response

2.2. 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), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2850-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence March 1, 2024, or upon execution by the Governor and Executive Council or the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of five (5) years.
- 3.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Governor and Executive Council or the Commissioner of the Department of Administrative Services.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SPECIFICATIONS:

4.1. SAFARILAND™ Manufacturing body armor:

4.1.1. National Institute of Justice (NIJ) Ballistic Resistance of Armor Standard 0101.06 and (NIJ) Stab Resistance of Armor Standard 01115.00, unless and until new IJ Standards are published and made effective.

4.1.2. Body armor offered must be identified and listed according to the applicable NIJ threat levels identified in paragraph 42. These levels are:

4.1.2.1. Ballistic Resistant Body Armor NIJ 0101.06.

4.1.2.2. Level IIA.

4.1.2.3. Level II.

4.1.2.4. Level IIIA.

4.1.3. Stab Resistant Body Armor NIJ 01115.00 (includes spike & edged blade).

4.1.3.1. Protection Class Spike Level 1, 2, 3 and Protection Class Edged Blade Level 1, 2, 3.

4.1.4. Dual-Purpose Ballistic and Spike (and or edged blade).

4.1.4.1. All vests offered as dual purpose must have passed NIJ CTP testing under each product type, provide documentation and be published on both appropriate Compliant Products List (CPL) to be responsive.

4.1.5. Additional NIJ-0101.06 Certified Body Armor Products (include CPL Model #).

4.1.5.1. Level III-Hard armor or plate inserts, or Flexible armor.

4.1.5.2. Level IV-Harm armor or plate inserts or Flexible armor.

- 4.1.5.3. Tactical Ballistic Body Armor model offered shall include CTP test results and identify the model description number associated to the CPL.
- 4.1.6. ISO 9001 Quality Assurance Certification (if pending, requires supporting documentation).
- 4.1.7. All body armor models including ballistic, concealable, tactical, ballistic/stab resistant and any other type of body armor that include the option of additional trauma or hard armor plate protection shall have the plate pocket permanently secured to the body armor carrier on three sides (both sides and the bottom).
- 4.1.8. This contract will allow updates/upgrade to additional products as they become available upon mutual agreement of the State.
- 4.2. Vests shall provide front, back and side protection per specifications below and must be available in both male and female configuration for all sizes. Workmanship and construction details, cutting, stitching, and finishing shall be in all cases in accordance with first-class commercial textile standard practices for the intended purposes. All equipment must or exceed the following requirements.
- 4.2.1. Federal Standard NIJ-STD 0101.06 or any subsequent revision.
- 4.2.2. Federal Standard No. 751, Stitches, Seams, and Stitching.
- 4.2.3. Six Point Adjustable Straps.
- 4.2.4. Ballistic Panel Covers. Waterproof, permanently covered with semi-permeable material which allows gases and heat to pass through but prevents liquids and moisture from penetrating; moisture-vapor barrier, prevents fuels, body oils or repellents from contaminating the ballistic panel and will not cause negative impact on waterproof properties of the cover.
- 4.2.5. All suspension and fastening straps must be removable on both male and female vests.
- 4.2.6. Trauma plates 5" x 8"; soft.
- 4.2.7. Vests shall be adjustable with removable suspension and fastening straps and shall provide front, back and side protection and available in male & female sizes.
- 4.2.8. All sizing, measurements and final fitting shall be done at no expense to the State.
- 4.3. VEST CONFIGURATION:
- 4.3.1. Vest type is slip-over style, covering most of upper torso; four neoprene or elastic straps with hook and pile fasteners for adjustable positioning and comfort.
- 4.3.2. Front ballistic panel is contoured, with or without scoop neck, to cover chest area approximately to collarbone area; chest/bicep region cut with sufficient space to prevent irritation and restriction during routine duties.
- 4.3.3. Rear ballistic panel shall cover torso back (in a standing position), to within 4" (+) of top of duty belt; and in a sitting position to within 2" (+) of top of duty belt.
- 4.3.4. Panels shall be removable by zipper, Velcro opening, or fast tube-style system.
- 4.3.5. Shall have push-to-talk radio mounting capability.
- 4.4. VEST FIT:
- 4.4.1. A factory-trained representative, distributor/dealer, or a designated State Agency employee who has been trained in the proper fitting of the vests, shall take individual measurements.
- 4.4.2. Measurements must take into account proper fit, special fitting considerations for duty gear and in MIJ standards or guidance.
- 4.4.3. Modification & adjustments to any garment that has been issued to an officer for which it was originally constructed, that does not fit properly, shall be returned for modification to the manufacturer within 30-days of delivery. All such required modifications shall be completed & returned to the requesting agency within fourteen (14) calendar days without any additional cost unless mutually agreed upon by the state and the contractor.
- 4.5. CARRIER:
- 4.5.1. Material shall be constructed of a breathable fabric with zippered or Velcro opening for insertion of ballistic panel. Straps shall be adjustable and removable; made from neoprene material or high-quality elastic cut squarely from a rolled stock with anchor stitching.

4.6. COLOR:

4.6.1. The State will determine the color. Coloring shall be permanent and not "bleed" onto other garments. In the event the garment bleeds, contractor may be held liable for any damages on personal clothing and/or equipment.

4.6.2. All fasteners, hooks, pile, snaps, webbing, release buckles, & zippers shall be high quality and of a color similar to garment.

4.7. VEST LABELS:

4.7.1. Each vest shall be labeled to include the following: name of manufacturer and location armor was manufactured, threat level, NIJ-STD 0101.06, date of manufacture, size, serial number, lot number, style designation and officer's name. The manufacturer may, at its option, include a catalog number for supplier or distributor convenience, provided that such number is properly identified and totally separate from the model/style designation line. Labels shall remain readable throughout the warranty period.

5. **CARE INSTRUCTIONS:**

5.1. The manufacturer shall offer instruction or provide presentations as requested by State regarding the care, instruction, use, and limitation of bullet-resistant and stab-resistant armor. Briefings to training classes regarding proper fit, care and maintenance during the fitting and measurement visits may also be required.

6. **RECALL NOTICES:**

6.1. Manufacturer will be responsible for notifying the State of recall notices, warranty replacements, safety notices or any applicable notice regarding the products being sold. Manufacturer must notify the State of all recalls, warranty replacements, safety notices, etc. in writing within 30 calendar days. Failure to notify the State may result in the immediate cancellation of the contract.

7. **WARRANTY REQUIREMENTS:**

7.1. Manufacturer shall provide a five (5) year warranty from date of issue, that vest will meet the ballistic-resistant and deformation requirements as per Federal NIJ-STD 0101.06 velocities and test methods. Concealable covers shall have a minimum 12-month warranty from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

8. **WARRANTY REPLACEMENTS:**

8.1. All armor panels requiring warranty work shall be returned to the using agency within fourteen (14) days. In the event of ballistic or sharp instrument confrontation, said vest will be replaced with a new, unused identical styled unit. Delivery shall be fourteen (14) days upon formal notification unless mutually agreed upon between the using agency and the contractor.

9. **DELIVERY TIME:**

9.1. The Contractor shall be required to accomplish delivery of any item ordered under the contract within thirty (30) business days from the placement of the order.

9.2. The use of a private carrier to make delivery **does not** relieve the Contractor from the responsibility of meeting the delivery requirement.

10. **BACKORDERS:**

10.1. The Contractor must immediately notify the State if any item is not available for delivery and must indicate the anticipated delivery date of that item. Contractor will complete delivery of all other items on the order and will deliver backordered items as soon they become available. Invoice shall indicate 'partial shipment'.

11. RETURNED GOODS:

- 11.1. The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.
- 11.2. Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

12. MINIMUM ORDERS:

- 12.1. There is no minimum order required under this contract.

13. USAGE REPORTING:

- 13.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Jonah Rosa and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:
 - Contract Number
 - Utilizing Agency and Eligible Participant
 - Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
 - Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - Preferred in Excel format

14. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 14.1. The Contractor shall provide all sand sweeping and removal services strictly pursuant to, and in conformity with, the specifications described in State RFB #2850-24, as described herein, and under the terms of this Contract.
- 14.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 14.3. 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.
- 14.4. 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\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 14.5. The Contractor shall agree to 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.

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

15.1. The Contractor certifies, by signature of this contract, that neither it nor 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.

16. CONFIDENTIALITY & CRIMINAL RECORD:

16.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

EXHIBIT C - METHOD OF PAYMENT

17. CONTRACT PRICE:

17.1. The Contractor hereby agrees to provide sand sweeping and removal 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 \$2,118,418.50; 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.

18. PRICING STRUCTURE:

Item Description	Manufacturer Item Number	Threat Level	Unit Price
SX™ Level II, A7 - Male Panel Set	1219784-M	Level II	\$921.25
SX™ Level II, A7 - Female Panel Set	1219785-F	Level II	\$921.25
M Series Concealable	1218314	Level II	\$107.25
Soft Trauma Plate, 5" X 8"	1220902-58	Level II	\$27.50
JPPO Vest, MATRIX® Level II, A7 - Male Panel Set	1221918-M	Level II	\$660.00
M Series Concealable Extra Carrier	1218314	Level II	\$107.25
Protech IMPAC HT 5x8 special threat plate	1001628	Level II	\$110.00
UI Uniform Shirt Carrier, Front Opening	1303540	Level II	\$247.50
Oregon City Carrier, Front Opening, DN6566	1303518-OC	Level II	\$266.75
Protech Tactical Vest-FAV™ Tactical Carrier, Advanced Webless System, VELCRO® Closure	1314852	Level IIIA	\$596.75
FAV™ Ballistics, SX™ Level IIIA	1221174	Level IIIA	\$1,155.00
Collar, SX Level IIIA	1314363	Level IIIA	\$156.75
Throat, SX Level IIIA	1314364	Level IIIA	\$167.75
Structured Upper Arms, Short, SX Level IIIA	1314408	Level IIIA	\$602.25
Standard Groin, SX Level IIIA	1314103	Level IIIA	\$261.25
Protech Rifle Plate	DT106E-1314826	Level III	\$440.00
Safariland VI Overt Outer Carrier, Side Opening, Advanced Webless System (Tactical Green Color)	1303560	Level II	\$272.25
ProTech TP10A, Dbl Mag Handgun Pouch, Tac Green	TP10A	N/A	\$24.75
ProTech TP17, Handcuff Pouch, Single, Tac Green	TP17	N/A	\$19.25
ProTech TP17, Handcuff Pouch, Single, Tac Green	TP33	N/A	\$41.25
ProTech TP21A, Radio Pouch w/Bungee, Universal, Tac Green	TP21A	N/A	\$35.75
ProTech ID PATCHES - Small 5" X 2"	1223589-SPS	N/A	\$6.88
ProTech ID PATCHES - Large 8.5" X 3"	1223589-SPL	N/A	\$6.88
Safariland HyperX FC Full Coverage Platform	1356120	Level III	\$522.50

Discount by Category			
Tactical Soft & Hard Armor		Other	
Protech	45%	Magpul	12.4%
Safariland Body Armor	45%	Monadnock	22.5%
Concealable & Accessories		MSA	18%
Safariland Body Armor	45%	Mustang Survival	15.9%
Duty Gear/Equipment		Nightstick	24.2%
Bianchi	35%	Peerless	32.2%
Safariland	35%	Premier Crown	8.2%
5.11	25%	Princeton Tec	14.5%
ASP	26%	Pro-Gard	11%
DeSantis	29%	Propper	12%
Gould & Goodrich	35%	Salomon	12.5%
High Speed Gear	8%	Streamlight	19%
Other		Surefire	8.6%
5.11	25%	T3 Trident Tactical	16.3%
Aimpoint	7.5%	Trijicon	21.6%
ASP	26%	Under Armour	28.2%
Atlantco Tru-Spec	19%	Fechheimer - VERTX	21%
Atlantic Tactical Website (www.atlantictactical.com)	4%	Vortex	12%
Avon Protection	15.4%	Elbeco	22%
Bates Footwear	23%	Eotech	8%
Big Sky Racks	6%	ESS Eyewear	14%
Blackinton	30.2%	Fechheimer - Flying Cross	21%
Bounce Imaging	0%	Hatch	32%
Damascus	22.5%	High Speed Gear	8%
Danner	13%	Inova - Nite-Ize	16%
DeSantis	29%	Night Vision Devices	3%

19. INVOICE:

- 19.1. 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.
- 19.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.
- 19.3. The invoice shall be sent to the address of the using agency under agreement.

20. PAYMENT:

- 20.1. Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>.

EXHIBIT D - RFB 2850-24

RFB 2850-24 is incorporated here within.

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Recommendation Summary		
Statewide Contract or Amendment	Statewide Contract	
Term of Contract	5 years w/option to extend for two years	
Price Limitation	\$2,118,418.50	
Number of Solicitations Received	1	
Number of Sourced bidders	17	
Number of NIGP Vendors Sourced	45	
Number of non-responsive bidders	61	
P-37 Checklist Complete	Yes	
D&B Report Attached	No	
Method of Payment (P-card/ACH)	P-card or ACH	
FOB Delivered	Yes	
Expiring Contract Price Limitation	\$1,408,686.55	
Total Cost Increase (\$/%)	\$517,148.45	37%
Special Notes:	There appears to be a 37% increase in pricing. However, the actual overall increase is 22% when comparing like items. The difference is due to new items being offered under the new contract that were not on the expiring contract. Bid from Admiral Fire & Safety is not compliant due to submitting alternate part numbers.	

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ATLANTIC TACTICAL, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on March 10, 2016. 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: 740217

Certificate Number: 0006354151



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 7th day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Thomas A. Caruso, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Atlantic Tactical, Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on December 19, 2023,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Sean Conville (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

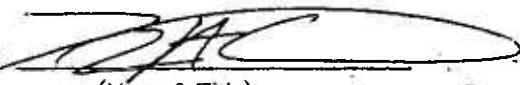
Atlantic Tactical, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 12/19/2023

ATTEST:


(Name & Title)

Thomas A. Caruso, Contract Administrator





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/14/2023

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).

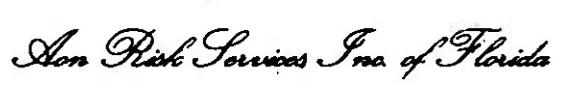
PRODUCER Aon Risk Services, Inc. of Florida 4651 Salisbury Rd Suite 210 Jacksonville FL 32256 USA	CONTACT NAME: PHONE (A/C. No. Ext): (904) 724-2001 FAX (A/C. No.): (904) 223-0797	
	E-MAIL ADDRESS:	
INSURED Atlantic Tactical, Inc. 763 Corporate Circle New Cumberland, PA 17070	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Travelers Indemnity Co.	NAIC # 25658
	INSURER B: National Fire & Marine Ins Co	NAIC # 20079
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570103049804 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR YWYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			42GL010030410 General liability SIR applies per policy terms & conditions	07/27/2023	07/27/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 Retention \$500,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	UB1N3893732351K Work Comp All Other State UB8N6863642351R Work Comp AZ / MA / WI	07/27/2023	07/27/2024	<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)
 RE: Bid Number: 2850-24.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Bureau of Purchasing and Property 25 Capitol Street, RM 102 Concord NH 03301 USA	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 

Holder Identifier :

Certificate No : 570103049804



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 11/17/2023

Company Name: Atlantic Tactical, Inc.

Address: 763 Corporate Circle

New Cumberland, PA 17070

To: Point of Contact: **Jonah Rosa**
Telephone: (603)-271-2550
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: **Body Armor**
Bid Number: **2850-24**
Bid Posted Date (on or by): **11/8/2023**
Bid Closing Date and Time: **11/30/2023 @ 11:00 AM (EST)**
Dear **Mr. Rosa**,

[Insert name of signor] Sean Conville, on behalf of Atlantic Tactical, Inc. [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2850-24 for Body Armor at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-E:11-e, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 21-E:11-e within the past year.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature



Authorized Signor's Title President



**STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398**

Date of Change: November 27, 2023

ADDENDUM # 01 TO BID INVITATION 2850-24

DATE AND TIME OF BID CLOSING: 11/30/2023 11:00 AM

FOR: Body Armor

Question 1: Equal Alternate Bid Accepted?
State Response: Alternate items will not be accepted.

Question 2: Is there already a preferred vendor?
State Response: There is no preferred Vendor.

Question 3: Are specific items required to be quoted or will a general manufacturing discount suffice?
State Response: Please complete "Attachment 1" to be considered. Paragraph 42.3 contains additional discounts by category as applicable.

Question 4: Cannot locate an OFFER or SCOPE of Work subsection within the bid contract.
State Response: The offer section is "Attachment 1" as described in paragraph 42 of the bid document which is a separate document as shown below. Please see paragraph 28 and 29 of the bid document for detailed equipment specifications.

Item	Description	Bid #	Attachments	Addendum	Closing Date	Closing Time	Status/Bid Results
CONTRACT:	Body Armor	Bid 2850-24	Attachment 1		11/30/2023	11:00AM	Open

PURCHASING AGENT: JONAH ROSA
Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Atlantic Tactical, Inc.

ADDRESS: 763 Corporate Circle, New Cumberland, PA 17070

PRINT NAME: Sean Conville SIGNATURE 

TEL. NO. 717-774-3339 EMAIL ADDRESS: tom.caruso@atlantictactical.com

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

**REQUEST FOR BID FOR BODY ARMOR FOR
THE STATE OF NEW HAMPSHIRE**

1. PURPOSE:

1.1. The purpose of this bid invitation is to establish a contract for supply and delivery of Body Armor to the State of New Hampshire with product list and requirements indicated in the SCOPE OF WORK and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

2. INSTRUCTIONS TO VENDOR:

2.1. Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

3. BID SUBMITTAL:

3.1. All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

3.2. IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

4. BID INQUIRIES:

4.1. Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

4.2. Questions shall be submitted by email to Jonah Rosa at Jonah.L.Rosa@DAS.NH.Gov.

4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

5. BID DUE DATE:

5.1. All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

5.2. All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

6. ADDENDA:

6.1. In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is: <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

7. TIMELINE:

7.1. The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

11/8/2023	Bid Solicitation distributed on or by
11/27/2023	Last day for questions, clarifications, and/or requested changes to bid
11/30/2023	11:00 AM (EST) Bid Closing
03/01/2024	Implementation of Contract

8. TERMS OF SUBMISSION:

- 8.1. All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.
- 8.2. A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.
- 8.3. A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.
- 8.4. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.
- 8.5. The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.
- 8.6. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.
- 8.7. Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

9. CONTRACT TERM:

- 9.1. The term of the contract shall commence on March 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through February 28, 2027, a period of approximately five (5) years.
- 9.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council.

10. CONTRACT AWARD:

- 10.1. The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.
- 10.2. Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

11. NOTIFICATION AND AWARD OF CONTRACT(S):

- 11.1. Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).
- 11.2. Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.
- 11.3. For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

12. LIABILITY:

- 12.1. The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

13. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

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

13.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

13.3. If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate 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 bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

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

13.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder 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.

13.6. By submitting a proposal, Bidders acknowledge and agree that:

13.6.1. The State may disclose any and all portions of the proposal or related materials which 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;

13.6.2. The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and

13.6.3. 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 Bidder.

14. TERMINATION:

14.1. The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the successful Vendor.

15. VENDOR CERTIFICATIONS:

15.1. All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

15.2. STATE OF NEW HAMPSHIRE VENDOR APPLICATION: To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>).

15.3. NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>.

15.4. CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

15.5. **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death, or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

16. BID PRICES:

16.1. Bid prices shall remain firm for one year and may be adjusted on the anniversary date of this contract and annually (every 12 months) thereafter. Bid prices shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

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

16.3. Price decreases shall become effective immediately as they become effective to the general trade.

16.4. Updated Published Price List MUST be e-mailed to Jonah.L.Rosa@DAS.NH.Gov.

17. PRICE ADJUSTMENTS:

17.1. On the anniversary date of this contract and annually thereafter, the successful Vendor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid. Documentation of the increase from the supplier or manufacturer must accompany the request to support the amount (%) of the requested increase. Price decreases shall become effective immediately as they become effective to the general trade.

18. AUDITS AND ACCOUNTING:

18.1. The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

18.2. At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

19. ESTIMATED USAGE:

19.1. The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

20. USAGE REPORTING:

20.1. The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Jonah Rosa at The Bureau of Procurement & Support Services and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:

20.1.1. Contract Number

20.1.2. Utilizing Agency and Eligible Participant

20.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

20.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:

20.1.4.1. Percentage of recycled materials contained within finished products

- 20.1.4.2. Percentage of waste recycled throughout the manufacturing process
- 20.1.4.3. Types and volume of packaging used for transport
- 20.1.4.4. Any associated material avoided and/or recycled as applicable under contract
- 20.1.4.5. A standardized reporting form will be provided after contract award
- 20.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- 20.1.6. In Excel format

21. ESTABLISHMENT OF ACCOUNTS:

- 21.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

22. ELIGIBLE PARTICIPANTS:

- 22.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

23. PAYMENT:

- 23.1. Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:
<https://www.nh.gov/treasury/state-vendors/index.htm>. Eligible participants shall negotiate their own payment methods with the successful Vendor.

24. INVOICING:

- 24.1. Invoices shall be submitted to the corresponding State agency after completion of work/acceptance of delivery.

25. TERMS OF PAYMENT:

- 25.1. Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

26. VENDOR RESPONSIBILITY:

- 26.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract. All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>. It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda. The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked. It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

- 26.2. In preparation of a bid response, the prospective Vendor shall:

- 26.2.1. Provide pricing information as indicated in the "Offer" section; and
- 26.2.2. Provide all other information required for the bid response (if applicable); and
- 26.2.3. Complete the "Vendor Contact Information" section; and
- 26.2.4. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

26.3. It is the responsibility of the Vendor to maintain this any awarded 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://www.das.nh.gov/purchasing/vendorresources.aspx>.

27. IF AWARDED A CONTRACT:

27.1. The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

Section 1.3	Contractor Name
Section 1.4	Contractor Address
Section 1.11	Contractor Signature
Section 1.12	Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

27.2. Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.

27.3. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.

27.4. If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

28. SPECIFICATION COMPLIANCE:

28.1. Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

28.2. Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

28.3. *The manufacturers and/or product numbers indicated are the only ones that are acceptable under this section.*

29. SPECIFICATIONS:

29.1. Complete specifications required are detailed in the **SCOPE OF WORK** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

29.2. SAFARILAND™ Manufacturing body armor:

29.2.1. National Institute of Justice (NIJ) Ballistic Resistance of Armor Standard 0101.06 and (NIJ): Stab Resistance of Armor Standard 01115.00, unless and until new NIJ Standards are published and made effective.

29.2.2. Body armor offered must be identified and listed according to the applicable NIJ threat levels identified in paragraph 42. These levels are:

29.2.2.1. Ballistic Resistant Body Armor NIJ 0101.06.

29.2.2.1.1. Level IIA.

29.2.2.1.2. Level II.

29.2.2.1.3. Level IIIA.

29.2.2.2. Stab Resistant Body Armor NIJ 01115.00 (includes spike & edged blade).

29.2.2.2.1. Protection Class Spike Level 1, 2, 3 and Protection Class Edged Blade Level 1, 2, 3.

29.2.2.3. Dual-Purpose Ballistic and Spike (and or edged blade).

29.2.2.3.1. All vests offered as dual purpose must have passed NIJ CTP testing under each product type, provide documentation and be published on both appropriate Compliant Products List (CPL) to be responsive.

29.2.2.4. Additional NIJ-0101.06 Certified Body Armor Products (include CPL Model #).

29.2.2.4.1. Level III-Hard armor or plate inserts, or Flexible armor.

29.2.2.4.2. Level IV-Hard armor or plate inserts or Flexible armor.

29.2.2.4.3. Tactical Ballistic Body Armor model offered shall include CTP test results and identify the model description number associated to the CPL.

29.2.3. ISO 9001 Quality Assurance Certification (if pending, requires supporting documentation).

29.2.4. All body armor models including ballistic, concealable, tactical, ballistic/stab resistant and any other type of body armor that include the option of additional trauma or hard armor plate protection shall have the plate pocket permanently secured to the body armor carrier on three sides (both sides and the bottom).

29.2.5. This contract will allow updates/upgrade to additional products as they become available upon mutual agreement of the State.

29.3. Vests shall provide front, back and side protection per specifications below and must be available in both male and female configuration for all sizes. Workmanship and construction details, cutting, stitching, and finishing shall be in all cases in accordance with first-class commercial textile standard practices for the intended purposes. All equipment must or exceed the following requirements.

29.3.1. Federal Standard NIJ-STD 0101.06 or any subsequent revision.

29.3.2. Federal Standard No. 751, Stitches, Seams, and Stitching.

29.3.3. Six Point Adjustable Straps.

29.3.4. Ballistic Panel Covers. Waterproof, permanently covered with semi-permeable material which allows gases and heat to pass through but prevents liquids and moisture from penetrating; moisture-vapor barrier, prevents fuels, body oils or repellents from contaminating the ballistic panel and will not cause negative impact on waterproof properties of the cover.

29.3.5. All suspension and fastening straps must be removable on both male and female vests.

29.3.6. Trauma plates 5" x 8"; soft.

29.3.7. Vests shall be adjustable with removable suspension and fastening straps and shall provide front, back and side protection and available in male & female sizes.

29.3.8. All sizing, measurements and final fitting shall be done at no expense to the State.

29.4. VEST CONFIGURATION:

29.4.1. Vest type is slip-over style, covering most of upper torso; four neoprene or elastic straps with hook and pile fasteners for adjustable positioning and comfort.

29.4.2. Front ballistic panel is contoured, with or without scoop neck, to cover chest area approximately to collarbone area; chest/bicep region cut with sufficient space to prevent irritation and restriction during routine duties.

29.4.3. Rear ballistic panel shall cover torso back (in a standing position), to within 4" (+) of top of duty belt; and in a sitting position to within 2" (+) of top of duty belt.

29.4.4. Panels shall be removable by zipper, Velcro opening, or fast tube-style system.

29.4.5. Shall have push-to-talk radio mounting capability.

29.5. VEST FIT:

29.5.1. A factory-trained representative, distributor/dealer, or a designated State Agency employee who has been trained in the proper fitting of the vests, shall take individual measurements.

29.5.2. Measurements must take into account proper fit, special fitting considerations for duty gear and in MIJ standards or guidance.

29.5.3. Modification & adjustments to any garment that has been issued to an officer for which it was originally constructed, that does not fit properly, shall be returned for modification to the manufacturer within 30-days of delivery. All such required modifications shall be completed & returned to the requesting agency within fourteen (14) calendar days without any additional cost unless mutually agreed upon by the state and the contractor.

29.6. CARRIER:

29.6.1. Material shall be constructed of a breathable fabric with zippered or Velcro opening for insertion of ballistic panel. Straps shall be adjustable and removable; made from neoprene material or high-quality elastic cut squarely from a rolled stock with anchor stitching.

29.7. COLOR:

29.7.1. The State will determine the color. Coloring shall be permanent and not "bleed" onto other garments. In the event the garment bleeds, contractor may be held liable for any damages on personal clothing and/or equipment.

29.7.2. All fasteners, hooks, pile, snaps, webbing, release buckles, & zippers shall be high quality and of a color similar to garment.

29.8. VEST LABELS:

29.8.1. Each vest shall be labeled to include the following: name of manufacturer and location armor was manufactured, threat level, NIJ-STD 0101.06, date of manufacture, size, serial number, lot number, style designation and officer's name. The manufacturer may, at its option, include a catalog number for supplier or distributor convenience, provided that such number is properly identified and totally separate from the model/style designation line. Labels shall remain readable throughout the warranty period.

30. CARE INSTRUCTIONS:

30.1. The manufacturer shall offer instruction or provide presentations as requested by State regarding the care, instruction, use, and limitation of bullet-resistant and stab-resistant armor. Briefings to training classes regarding proper fit, care and maintenance during the fitting and measurement visits may also be required.

31. DESCRIPTIVE LITERATURE:

31.1. Bidder's response must include complete descriptive literature and current retail price list. A product demonstration and fit testing may be required during the evaluation process – See 'Samples and Demonstration' below.

32. RECALL NOTICES:

32.1. Manufacturer will be responsible for notifying the State of recall notices, warranty replacements, safety notices or any applicable notice regarding the products being sold. Manufacturer must notify the State of all recalls, warranty replacements, safety notices, etc. in writing within 30 calendar days. Failure to notify the State may result in the immediate cancellation of the contract.

33. WARRANTY REQUIREMENTS:

33.1. Manufacturer shall provide a five (5) year warranty from date of issue, that vest will meet the ballistic-resistant and deformation requirements as per Federal NIJ-STD 0101.06 velocities and test methods. Concealable covers shall have a minimum 12-month warranty from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

34. WARRANTY REPLACEMENTS:

34.1. All armor panels requiring warranty work shall be returned to the using agency within fourteen (14) days. In the event of ballistic or sharp instrument confrontation, said vest will be replaced with a new, unused identical styled unit. Delivery shall be fourteen (14) days upon formal notification unless mutually agreed upon between the using agency and the contractor.

35. OBLIGATIONS AND LIABILITY OF THE VENDOR:

35.1. The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

35.2. The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different

from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

35.3. The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

36. NON-EXCLUSIVE CONTRACT:

36.1. Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

37. DELIVERY TIME:

37.1. The successful Vendor shall be required to accomplish delivery of any item ordered under the contract within thirty (30) business days from the placement of the order.

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

38. BACKORDERS:

38.1. The Contractor must immediately notify the State if any item is not available for delivery and must indicate the anticipated delivery date of that item. Contractor will complete delivery of all other items on the order and will deliver backordered items as soon they become available. Invoice shall indicate 'partial shipment'.

39. RETURNED GOODS:

39.1. The successful Vendor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

39.2. Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the successful Vendor.

40. MINIMUM ORDERS:

40.1. Indicate here any minimum order that you are requesting. The State of New Hampshire reserves the right to reject and/or negotiate this point should the State, in its sole judgment, deem the minimum to be not in the best interest of the State of New Hampshire.

40.2. Requested minimum order (if any) N/A cost per order or by volume. If no information is specified here, then the State understands there shall be no minimum order requirements.

41. PRODUCT SAMPLES:

41.1. If applicable, product sample shall be the exact quality, brand and style being quoted in this bid. Vendors shall be contacted during the evaluation process if sample is required - Do Not Submit Sample with RFB Response. All samples shall be provided at no charge to the State of NH Bureau of Purchase and Property and shall not be returned.

42. OFFER:

42.1. The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid. Quotes in lieu of a completed offer sheet will not be accepted.

42.2. Complete Attachment 1: Offer Sheet.

42.3. Please list any other discounts available to the State that are not previously identified herein. The following is for informational purposes only, not for award consideration.

Discount by Category	
Tactical Soft & Hard Armor	% Discount in Category
Protech	45.00%
Safariland Body Armor	45.00%
Concealable & Accessories	% Discount in Category
Safariland Body Armor	45.00%
Duty Gear/Equipment	% Discount in Category
Bianchi	35.00%
Safariland	35.00%
5.11	25.00%
ASP	26.00%
Blackhawk	No Bid
DeSantis	29.00%
Gould & Goodrich	35.00%
High Speed Gear	8.00%
Uncle Mike's	No Bid
Other	% Discount in Category
5.11	25.00%
Aimpoint	7.50%
ASP	26.00%
Atlantco Tru-Spec	19.00%
Atlantic Tactical Website (www.atlantictactical.com)	4.00%
Avon Protection	15.40%
Bates Footwear	23.00%
Big Sky Racks	6.00%
Blackhawk	No Bid
Blackinton	30.20%
Bounce Imaging	0.00%
Bushnell	No Bid
CamelBak	No Bid
Damascus	22.50%
Danner	13.00%
DeSantis	29.00%
Elbeco	22.00%
Eotech	8.00%
ESS Eyewear	14.00%
Fechheimer - Flying Cross	21.00%
Hatch	32.00%
High Speed Gear	8.00%
Inova - Nite-Ize	16.00%
Night Vision Devices	3.00%
Magpul	12.40%
Monadnock	22.50%
MSA	18.00%
Mustang Survival	15.90%
Nightstick	24.20%
Peerless	32.20%
Premier Crown	8.20%
Princeton Tec	14.50%
Pro-Gard	11.00%
Propper	12.00%
Salomon	12.50%

Streamlight	19.00%
Surefire	8.60%
T3 Trident Tactical	16.30%
Trijicon	21.60%
Uncle Mike's	No Bid
Under Armour	28.20%
Fechheimer - VERTX	21.00%
Vortex	12.00%

43. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

43.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

44. VENDOR CONTACT INFORMATION:

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

<u>Thomas Caruso</u>	<u>717-774-3339 ext 151142</u>	<u>1-800-781-2677</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>tom.caruso@atlantictactical.com</u>	<u>www.atlantictactical.com</u>	
E-mail Address	Company Website	
<u>Atlantic Tactical, Inc.</u>	<u>763 Corporate Circle</u>	
Vendor Company Name	Vendor Address	
	<u>New Cumberland, PA 17070</u>	
<u>254684</u>	<u>09-5371472</u>	
Vendor Number	DUNS and/or SAM.GOV Number	

45. ATTACHMENTS:

45.1. The following attachments are an integral part of this bid invitation:

45.1.1. Attachment 1: Offer Sheet

46. NOTE: TO BE CONSIDERED, BID SHALL BE SIGNED ON THE FRONT COVER SHEET IN THE SPACE PROVIDED.

47. THE BID OPENING IS OPEN TO THE PUBLIC ONLINE AT THE FOLLOWING:

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
Meeting ID: 283 546 349 597
Passcode: LZtCkd
[Download Teams](#) | [Join on the web](#)
Join with a video conferencing device
nhgov@m.webex.com
Video Conference ID: 113 860 072 3
[Alternate VTC instructions](#)
Or call in (audio only)
+1 603-931-4944,,24392666# United States, Concord
Phone Conference ID: 243 926 66#
[Find a local number](#) | [Reset PIN](#)
[Learn More](#) | [Meeting options](#)

APPENDIX A

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		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 Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		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> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> 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.

6.4 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

