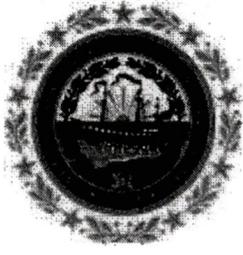


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# State of New Hampshire

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

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

July 15, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a contract with HotelEngine, Inc. DBA Engine (VC#532880), Denver, CO in an amount up to and not to exceed \$1,665,877.37 for Travel Services with the option to extend for up to an additional two years effective upon Governor and Executive Council approval through April 30, 2028.

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 purpose of the requested contract with HotelEngine, Inc. (Engine) is to provide travel services for airlines, flights, hotels and car rental reservations for all state agencies. Historically the state had made reservations using the statewide travel contract through the National Association of State Procurement Officials (NASPO). Although the previous contract through NASPO had provided quality services and met the agency's core needs, the Division of Procurement and Support Services (DPSS) has identified areas of opportunity for improvement.

Upon approval, this new requested contract provides three key benefits compared to the prior NASPO contract; Engine offers a lower firm fixed fee for online and over the phone reservations, no premium charges for after-hours reservations, and no credit card processing fees for any transactions. For comparison the former contract through NASPO had increased the cost each year for phone reservations up to \$25.00, charged an after-hour phone reservations premium of up to \$20.85, and Credit Card processing fees up to \$6.70.

It is important to note that as an ancillary benefit, Engine will also link our statewide vehicle rental contracts with Hertz (8002609) and Enterprise (8002610) to the travel portal allowing agencies access to lowest rates established under contract.

The DAS, through the DPSS, issued request for bid (RFB) 3002-25 on January 31, 2025, with responses due on February 18, 2025. This RFB reached thirteen vendors through the NIGP registry with an additional eight directly sourced. There were four compliant responses received with HotelEngine, Inc., DBA Engine providing the lowest cost in total. The DPSS delayed this contract award request for the purpose of conducting a comprehensive comparison to the established contract through NASPO resulting in the aforementioned findings. In addition, the DPSS validated the stability of Engine by contacting company references, a review of Dunn and Bradstreet financial reporting, and engaged in dialogue with the principals of Engine to validate their strategic process for on boarding new clients.

The requested price limitation of \$1,665,877.37 will cover the full term of the contract. It is important to note that actual fees are projected to be \$63,090.00 over the term of the contract based on historical spend. The majority of the contract spend will be passthrough expenditures and is for the cost of agency travel accommodations. Upon approval this contract with Engine will result in a cost savings of \$18,246.62 annually when compared to the NASPO contract as well as a lower cost of \$14,228.12 annually when compared to the next lowest bid.

Contract financials (term)	
Reservation Fees (paid to Engine)	\$63,090.00
Pass through travel costs	\$1,325,141.14
Allowance (20%)	\$277,646.23
Recommended price limitation	\$1,665,877.37

The Department of Administrative Services (DAS) has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract.

Based on the foregoing, I am respectfully recommending approval of the contract with HotelEngine, Inc. DBA Engine.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

Bid	Statewide Travel		Agency	Statewide										
RFB#	3002-25		Requisition#											
Agent Name	Carrie Martin		Bid Closing	2/18/2025 @ 10:30 AM										
Indicates	yard:													
Qty.	UOM	Product Description	Engine.com		ByzTave		Integrated Solutions		TEPLIS Travel		Expiring Contract		Cost Saving	Cost Avoidance
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost		
		<b>FULL SERVICE PER TRANSACTION</b>												
1027	EA	Full-service agent Servicing Domestic and International Air Fare	\$15.00	\$15,405.00	\$16.00	\$16,432.00	\$27.55	\$28,293.85	\$34.00	\$34,918.00	\$25.00	\$25,675.00	-\$10,270.00	\$9,243.00
140	EA	Full-Service agent Hotel/Car Booking	\$0.00	\$0.00	\$5.00	\$700.00	\$8.56	\$1,198.40	\$10.00	\$1,400.00	\$6.95	\$973.00	-\$973.00	\$273.00
24	EA	After Hour Fee (with agent)	\$0.00	\$0.00	\$10.00	\$240.00	\$20.00	\$480.00	\$25.00	\$600.00	\$20.85	\$500.40	-\$500.40	\$260.40
		<b>Online Portal (per Transaction)</b>												
367	EA	Online booking Air fare only	\$15.00	\$5,505.00	\$5.00	\$1,835.00	\$11.60	\$4,257.20	\$8.00	\$2,936.00	\$4.17	\$1,530.39	\$3,974.61	-\$304.61
8	EA	Online Booking International	\$15.00	\$120.00	\$5.00	\$40.00	\$11.60	\$92.80	\$8.00	\$64.00	\$4.17	\$33.36	\$86.64	-\$6.64
41	EA	Online booking Hotel /Car only	\$0.00	\$0.00	\$5.00	\$205.00	\$8.56	\$350.96	\$8.00	\$328.00	\$4.17	\$170.97	-\$170.97	-\$34.03
		<b>ADDITIONAL SERVICE(S) AND FEE</b>												
1599	EA	V-Pay Client Credit card	\$0.00	\$0.00	\$3.50	\$5,596.50	\$0.00	\$0.00			\$6.50	\$10,393.50	-\$10,393.50	\$4,797.00
<b>Sub Total</b>				\$21,030.00		\$25,048.50		\$34,673.21		\$40,246.00		\$39,276.62	-\$18,246.62	\$14,228.12
Estimated annual spend				\$21,030.00	Expiring contract annual			\$39,276.62						
Estimated term spend				\$63,090.00	Expiring contract term			\$117,829.86						
Pass Through Fees				\$1,325,141.14	Pass Through Fees			\$1,325,141.14						
Add allowance for balance of				\$277,646.23	Cost Savings			-\$54,739.86						
Recommended price limitation				\$1,665,877.37	Total cost Savings (%)			46%						
<b>Recommendation Summary</b>														
Statewide Contract or Amendment		Contract												
Term of Contract		3 Years												
Price Limitation		\$1,665,877.37												
Number of Solicitations Received		4												
Number of Sourced bidders		8												
Number of NIGP Vendors Sourced		13												
Number of non-responsive bidders		17												
P-37 Checklist Complete		Yes												
D&B Report Attached		Yes												
Method of Payment (P-Card/ACH)		P-Card												
FOB Delivered		Yes												
Expiring Contract Price Limitation		\$117,829.86												
Total Cost Savings(\$/%)		-\$54,739.86 46%												
Special Notes: During the RFB process BoPP found additional cost savings within the travel industry. Negotiating with Engine, has shown lower cost per agent fee to call in for travel and the same cost for their online portal, eliminated credit card processing fee.														

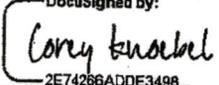
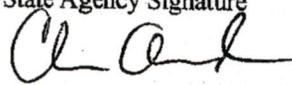
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Concord, NH 03301	
1.3 Contractor Name  HotelEngine, Inc.		1.4 Contractor Address 1601 Wewatta Street Denver, CO 80219	
1.5 Contractor Phone Number 720-769-9472	1.6 Account Unit and Class Various	1.7 Completion Date April 30, 2028	1.8 Price Limitation  \$1,665,877.37
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 7/14/2025 <small>2E74288ADDE3498...</small>		1.12 Name and Title of Contractor Signatory  Corey Knoebel      General Counsel	
1.13 State Agency Signature  Date: 7/23/25		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>Christen Lavers</i> On: 8/2/25			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials OS  
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Date 7/14/2025

**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.

Contractor Initials DS  
Cb

Date 7/14/2025

**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.**

Contractor Initials DS  
Ck

Date 7/14/2025

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. Hotel Engine, Inc. DBA Engine (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 Travel Services in accordance with the bid submission in response to State Request for Bid #3002-25 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
- 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".

### 3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on June 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through April 30, 2028, a period of approximately three (3) years.
- 3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services/Governor and Executive Council.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

### 4. SCOPE OF WORK:

- 4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 4.2. The Contractor must be licensed to work in the State of New Hampshire, have a minimum of Five (5) years' verifiable commercial experience with travel accommodations.
- 4.3. All State agency personnel / travelers under Department of Administrative Services (DAS) authority
- 4.4. As provided under RSA 21:I, are required to use this contract to obtain travel services for domestic and international air travel. This includes those in the care, custody or control of the State while traveling. State of New Hampshire agencies must also book, and the Contractor shall provide for, car rentals, hotel accommodation, etc., using this contract unless a lower fare/rate can be obtained via the requesting agency.
- 4.5. Employees are encouraged to use the online portal for reservations to obtain the Lowest Logical Available Airfare (LLCA), if employee uses the on-call agent service they must provide traveler name, departure destination and arrival destination, dates, desired time and type of accommodation needed at time of initial request. Employees may not require specific routing, or airline when making request although preference will be noted as long as fare requirements are met. *If agency is using the Contractor travel for a fare comparison, agency may provide the fare obtained with this initial request for assistance.*
- 4.6. Employees are allowed to purchase tickets and other accommodations off contract whenever they can achieve better total pricing versus the contract price. The contractor will e-mail quotes for ticketing to State Agency for price comparison. The Contractor shall be provided the opportunity to match or beat any competitive quote. The Agency must obtain authorization when not accepting the lowest fare from the agency commissioner or designee.
- 4.7. If a lower fare objection is intended as justification to purchase travel (airline, hotel or auto) outside the state contract, the following procedure should be followed:
  - 4.7.1. Assure that the Contractor is unable to obtain the fare you are purchasing and attach confirmation to the expense reimbursement request.

- 4.7.2. Notify the Contractor that other arrangements have been made for improvement in services to the State (best notification method can be made via fax or e-mail with a copy of your purchase receipt). This notification needs to be done in a timely manner for reporting purposes. If Agency has already obtained fare comparison, they are asked to provide that information to the Contractor at the time of arrangements or obtain quote information.
- 4.7.3. Employees are not required to accept a ticket that has more than two (2) stops per departure or return flight.
- 4.8. **BILLING:** The State of New Hampshire requires that all air travel, whether a State Agency or a cooperative purchasing member, be charged to the State's contracted travel charge accounts. Each State Agency makes the travel arrangements with their perspective members and pays the invoices accordingly. State Agencies will set up a central billing account with the Contractor. **Agencies must inform individuals to complete the online Travel Profile for each traveler when booking and setting up accounts. This is to be completed per traveler not per agency.** If the agency is federally funded, this must be indicated at the time of set up and/or prior to booking.
- 4.9. **STATE AGREES TO PROVIDE:** The Authorized Purchaser shall provide the Contractor with information on contact persons representing the Authorized Purchaser and keep this information current throughout the contract term. The Authorized Purchaser shall provide the following information to the Contractor. Authorized Purchasers shall be required to keep this information current throughout the term of the contract.
- 4.9.1. Agency Name & Agency Address Remit to
- 4.9.2. Telephone and Fax Number (s)
- 4.9.3. E-Mail address
- 4.9.4. List of employees authorized to make travel arrangements for that agency
- 4.10. **HOURS OF OPERATION:** All services performed shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State, Monday through Friday, excluding legal holidays, Eastern Standard Time (E.S.T.). Travel services outside these hours shall be handled in accordance with emergency services. **Outside calls cannot be routed to answering machines/services.** In the event the phone system is out of service, reservations must be handled manually. All calls shall be handled promptly, and the Contractor should have a continual quality control program in service.
- 4.11. **RESPONSE TIME:** The Contractor shall respond, and continue communication with an inquiring agency within twenty-four (24) hours to ensure continuity of operations and adhere to varying degrees in the sense of urgency of the need for agency travel.
- 4.12. **AIR FARES:** The Contractor guarantees to offer State travelers with the Lowest Logical Available Airfare (LLAA) at the time of the reservation. The Contractor is responsible for ticketing within the specified time to ensure application of LLAA. Direct billing to the individual State agency's account is required. This lowest possible rate must be within a two (2) hour window period for travel request.
- 4.13. The Contractor's portal and on call agents shall advise the travelers of the availability of different flight options, which may produce a lower fare (flights plus or minus three (2) hours of the requested departure time that produce lower fare or flights that are available with one (1) stop in lieu of more expensive non-stop flights).
- 4.14. If any flight is canceled within the legal time frame specified by the air carrier, the Contractor is responsible to inform any traveler of any penalty that may be incurred due to the change or cancellation of special fares. The notification should be communicated prior to ticketing and restated on the traveler's itinerary.
- 4.15. Employees must consider alternate airports when determining LLAA and may not exclude any airline carrier due to personal preference.
- 4.16. **EMERGENCY SERVICES:** The Contractor shall maintain a 24/7 emergency contact number to assist State Travelers with any travel emergency that may arise regardless of the time or location. The emergency service number shall be staffed by a fully trained reservationist who promptly advise and assist the traveler. The Contractor shall have the capability to dispatch airline tickets to any areas of the world either through the Contractor's own network of offices, airport ticket counters or E-Tickets.

- 4.17. **ADDITIONAL ACCOMMODATIONS:** The Contractor shall provide reservations for other accommodations in addition to air travel such as ground transportation, hotel/motel to the traveler at the most economical rate. If the additional accommodation does not have an airline ticket issued by the agency, a fee may be charged to the State Agency, but not to exceed the fee established in the Offer Section.
- 4.18. Contractor will provide the availability of airline ticket insurance if agency requests.
- 4.19. In instances where lodging accommodations are pre-determined via an organized conference, Contractor shall coordinate with the agency as necessary.
- 4.20. Individuals booking hotel accommodations may be required to supply a credit card to the Contractor to give to the hotel to secure rooms.
- 4.21. **TICKETS, ITINERARY & DOCUMENTS:**
- 4.22. E-Tickets will be provided by the Contractor to the traveler when applicable.
- 4.23. Itinerary: Upon issuance of the E-Tickets, a copy for the traveler's itinerary must be provided.
- 4.24. The itinerary must indicate the following:
- 4.24.1. The full address and phone number to contact in case of emergency
  - 4.24.2. Carrier name(s) and flight numbers (departing and return)
  - 4.24.3. Arrival and departure dates and times
  - 4.24.4. Ground transportation and/or hotel confirmation number if applicable
  - 4.24.5. The lowest fare available accepted or why it was declined.
- 4.25. **SECURITY ISSUES:** The Contractor should advise travelers of any possible security problems concerning destinations or carriers. The Contractor has the responsibility to inform the traveler as to the areas of the world where travel may be unsafe due to international terrorism as well as specific carriers that should be avoided as advised by State Department. In the event of loss/theft of traveler's passport, the Contractor shall provide assistance in obtaining an emergency renewal.
- 4.26. **FEE RESTRICTIONS:** The transaction fee will only be charged at the time of ticketing of an airline reservation or when a reservation is confirmed with a confirmation number (consider this total cost of traveling). One transaction fee will be charged regardless of the number of changes made to an itinerary until the airline ticket is issued. Reservations with multiple travel suppliers such as one (1) airline ticket combined with a rental car, and hotel reservation will only be assessed a single fee for one (1) reservation or trip. Reservations requiring multiple airlines may be assessed multiple fees. The State of NH will not pay for paper tickets for domestic air travel.
5. **COMMERCIAL REQUIREMENTS:**
- 5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 5.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

- 5.4. The State shall require correction of any defective work and the repair of any damages to any part of a building, or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 5.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 5.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 5.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

**6. USAGE REPORTING:**

- 6.1. 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 Carrie Martin at the Bureau of Purchase and Property and sent electronic to [Carrie.L.Martin@DAS.NH.Gov](mailto:Carrie.L.Martin@DAS.NH.Gov). At a minimum, the Report shall include:
  - 6.1.1. Contract Number
  - 6.1.2. Utilizing Agency and Eligible Participant
  - 6.1.3. Services/Products Purchased (showing the Traveler, Agency, Destination, Flight number, confirmation number (Air fare, hotel and car rental if applicable, and the final cost.)
  - 6.1.4. 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:
    - 6.1.4.1. Percentage of recycled materials contained within finished products
    - 6.1.4.2. Percentage of waste recycled throughout the manufacturing process
    - 6.1.4.3. Types and volume of packaging used for transport
    - 6.1.4.4. Any associated material avoided and/or recycled as applicable under contract
    - 6.1.4.5. A standardized reporting form will be provided after contract award
  - 6.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
  - 6.1.6. Preferred in Excel format

**7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**

- 7.1. The Contractor shall provide all Travel services strictly pursuant to, and in conformity with, the specifications described in State RFB 3002-25, as described herein, and under the terms of this Contract.
- 7.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up-to-date contact information.

- 7.3. 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.
- 7.4. 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).
- 7.5. 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.
- 7.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.
8. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**
  - 8.1. 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.
9. **CONFIDENTIALITY & CRIMINAL RECORD:**
  - 9.1. 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.

Contractor Initials DS  
CK

Date 7/14/2025

**EXHIBIT C - METHOD OF PAYMENT**

**10. CONTRACT PRICE:**

10.1. The Contractor hereby agrees to provide Travel services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,665,877.37; 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.

**11. PRICING STRUCTURE:**

Product Description	Engine.com Unit Cost
<b>FULL SERVICE PER TRANSACTION</b>	
Full-service agent Servicing Domestic and International Air Fare	\$15.00
Full-Service agent Hotel/Car Booking	\$0.00
After Hour Fee (with agent)	\$0.00
<b>Online Portal (per Transaction)</b>	
Online booking Air fare only	\$15.00
Online Booking International	\$15.00
Online booking Hotel /Carl only	\$0.00
<b>OPTIONAL ADDITIONAL SERVICE (S) AND FEE</b>	
V-Pay Client Credit card	\$0.00
24 Hour emergency Assistance	\$0.00

**12. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:**

12.1. State will request quotations by providing a SOW describing special travel arrangements that may be required and the applicable qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

12.2. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**13. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:**

13.1. 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 Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

**14. INVOICE:**

14.1. Contractor shall be paid by Procurement Card when invoice is received.

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

14.3. The invoice shall be sent to the email address of the individual providing the P-Card:

**15. PAYMENT:**

15.1. Payments may be made via P-Card.

Contractor Initials DS  
Ck  
 Date 7/14/2025