



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

August 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 to enter into a contract with Merchants Automotive Group, LLC (VC#154468) Hooksett, NH, in an amount up to and not to exceed \$2,730,468.75 for vehicle maintenance and repair services (fleet management services) with the option to renew for up to an additional three (3) years, effective upon Governor and Executive Council approval through April 30th, 2030.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 3020-25 on March 18, 2025, with responses due on April 1, 2023. This RFB reached eleven (11) vendors through the NIGP registry with an additional twenty-nine (29) directly sourced. There were two (2) compliant responses received, the lowest being from Merchants Automotive Group, LLC (Contract #8003012). The delay from bid closing to the contract presentation to the Governor and Executive Council was due to extended negotiations of terms and conditions and the contractor did not execute the contract until 7/9/25.

This contract upon approval, will provide state agencies with potential for improvement in fuel efficiency, general maintenance, preventative maintenance, and repair service expenditures. Following a prescribed schedule these services shall be available to all agencies to assist in locating the most qualified regional locations for fleet maintenance. This approach will ensure optimal fleet operability and maximize end of equipment life surplus value. The telematics component provides route efficiency, real time data reporting on overall vehicle diagnostics, performance, and offers guidance resulting in best practice driving habits maximizing the usable life of the equipment. Additionally, telematics odometer reporting and onboard diagnostic reporting assist the vendor in supporting agencies' adherence to a preventative maintenance schedule. This also assists the Department of Administrative Services and consulting with agencies for the purpose of fleet replacement planning.

This contract reflects a \$930,000.00 overall cost savings as shown in Merchants Automotive Group, LLC bid response when compared to the previous contract (Contract #8003012) pricing, due to the vendor lowering the pricing on telematics on five out of nine categories. The forecasted spend is calculated from actual expenditures of business intelligence reports for the last three years, providing a more accurate estimation of spend and includes an annual allowance of 25% for items purchased under the contractor's balance of product line. The previous contract for these services was a three-year term and this proposed new contract would be a five-year term. With the longer contract period we anticipate increased agency participation for these services. There were 214 vehicles enrolled in this program, and with a state fleet of roughly 2600 passenger autos and trucks, we anticipate this number to increase over the contract term.

Contract financials	
Estimated annual spend	\$436,875.00
Estimated 5-year term spend	\$2,184,375.00
Add allowance for balance of product line (25%)	\$546,093.75
Price limitation	\$2,730,468.75

The Department of Administrative Services 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. Documents supporting these assertions are available at the agency, for review upon request.

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

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

Bid Description	Vehicle Maintenance and Repair Services	Agency	DAS
Bid #	3020-25	RQ #	N/A
Agent Name	Lincoln Adams	Bid Closing	4/8/25 @ 11:00 AM

Service	Estimated Vehicle Quantities	Unit of Measure	Merchants Auto		Sullivan Tire		Expired Contract 8003012	
			Proposed Pricing	Extended Price	Proposed Pricing	Extended Price	Proposed Pricing	Extended Price
A. Maintenance and Repair Services Program								
Maintenance, Preventative Maintenance, and Repair Management	750	\$ per vehicle per month plus cost of repair	\$4.00	\$36,000.00	\$60.00	\$540,000.00	\$4.00	\$36,000.00
Warranty Screening and Recovery	750	% of successfully recovered amounts	10%		0%		10%	
Dealer/Independent (in Network) Transactions	750	\$ per Incident	\$0.00	\$0.00	\$260.00	\$195,000.00	\$0.00	\$0.00
Non-Network Maintenance Transactions	750	% of repair	10%		0%		10%	
24-Hour Roadside Assistance	750	\$ per Incident	\$35.00	\$26,250.00	\$179.99	\$134,992.50	\$35.00	\$26,250.00
			TOTAL A:	\$62,250.00	TOTAL A:	\$869,992.50	TOTAL A:	\$62,250.00

Data Management, Reporting, and Telematics								
Service	Estimated Quantities (vehicles)	Unit of Measure	Proposed Pricing	Extended Price	Proposed Pricing	Extended Price	Proposed Pricing	Extended Price
B. Data Management, Reporting, and Telematics								
Device Cost	750	\$ per Incident/Month	\$0.00	\$0.00	No pricing provided		\$ 150.00	\$ 112,500.00
Installation Cost	750	\$ per Incident	\$0.00	\$0.00		\$ 175.00	\$ 131,250.00	
Hosting Cost (per department)	20	\$ per Month	\$0.00	\$0.00		\$0.00	\$0.00	
Software License Cost	750	\$ per Seat per Month	\$ 20.50	\$ 184,500.00		\$0.00	\$0.00	
Uninstall fee	750	\$ per Incident	\$ 126.00	\$ 94,500.00		\$ 200.00	\$ 150,000.00	
Transfer fee	750	\$ per Incident	\$ 126.00	\$ 94,500.00		\$ 200.00	\$ 150,000.00	
Telematics Reporting	750	\$ per Driver per Month	\$0.00	\$0.00		\$ 21.00	\$ 15,750.00	
Non-Business Use Taxable Benefit Reporting	750	\$ per Driver	\$ 1.50	\$ 1,125.00		\$ 1.50	\$ 1,125.00	
IT Set-up and Training (per department)	20	\$ per (one time fee)	\$0.00	\$0.00		\$0.00	\$0.00	
			TOTAL B:	\$ 374,625.00			TOTAL B:	\$ 560,625.00
		Total A&B		\$436,875.00		\$869,992.50	\$622,875.00	
		Estimated annual spend		\$436,875.00		Expiring contract annual	\$622,875.00	
		Estimated term spend		\$2,184,375.00		Expiring contract term	\$3,114,375.00	
		Add allowance for balance of product		\$546,093.75		Cost iSavings X% or	-\$930,000.00	
		Recommended price limitation		\$2,730,468.75		Delta: new vs. expiring	-29.86%	

Recommendation Summary

Statewide Contract or Amendment	Statewide Contract		
Term of Contract	Five Years		
Price Limitation	\$2,730,468.75		
Number of Solicitations Received	2		
Number of Sourced bidders	29		
Number of NIGP Vendors Sourced	11		
Number of non-responsive bidders	38		
P-37 Checklist Complete	Yes		
D&B Report Attached	Yes		
Confirmed Vendor is not debarred or suspended (Sam.gov)	Not debarred or suspended		
Method of Payment (P-Card/ACH)	(P-Card/ACH)		
FOB Delivered	Yes		
Expiring Contract Price Limitation	\$3,114,375.00		
Total Cost Savings (\$/%)	-\$930,000.00	-29.86%	Savings

Special Notes: The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RF5) 3020-25 on March 18, 2025, with responses due on April 1, 2023. This RFB reached 11 vendors through the NIGP registry with an additional 29 directly sourced. There were two compliant response received, the lowest being from the previous contractor, Merchants Automotive Group, LLC (Contract #8003012). This contract reflects a \$930,000.00 overall cost savings as shown in Merchants Automotive Group, LLC bid response when compared to the previous contract (Contract #8003012) pricing due to the vendor lowering pricing on telematics on five out of nine categories. 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 25% for items purchased under the contractor's balance of product line. The previous contract for these services was a 3 year term and this proposed new contract would be a five year term. With the longer contract period we anticipate increased agency participation for these services.

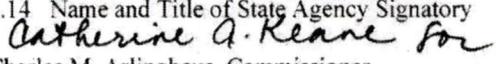
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Merchants Automotive Group, LLC		1.4 Contractor Address 14 Central Park Drive, Hooksett, NH 03106	
1.5 Contractor Phone Number 603-836-6437	1.6 Account Unit and Class Various	1.7 Completion Date April 30, 2030	1.8 Price Limitation \$2,730,468.75
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 07.09.2025		1.12 Name and Title of Contractor Signatory Paul Danielson General Counsel	
1.13 State Agency Signature Date:		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 <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: <i>Christen Lavers</i> On: 9/3/25			
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. For purposes of this Agreement, "subcontractor" refers to any third-party who contracts directly with Contractor for the performance of Services that are provided directly to the State by the personnel of Contractor pursuant to this Agreement. For the avoidance of doubt, third-party service providers that perform Services directly for the State or on the State's vehicles in connection with this Agreement, such as motor companies, maintenance and fuel providers, body shops, etc., shall not be considered subcontractors of Contractor.

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. Merchants Automotive Group, LLC (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 Vehicle Maintenance and Repair Services (Fleet Management Services) in accordance with the bid submission in response to State Request for Bid #3020-25 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
- EXHIBIT D Maintenance Management- Administered Maintenance
- EXHIBIT E Telematics Devices and Services
- In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), 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 "Maintenance Management- Administered Maintenance", and (5) EXHIBIT E "Telematics Devices and Services".

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence upon approval of the Governor and Executive Council, through April 30, 2030, a period of approximately five (5) years.
- 3.2. The Contract may be extended for up to an additional three (3) 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 eight (8) 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.

4.1.1. **Fleet Procurement:**

- 4.1.1.1. Improvement of replacement modeling and streamlined procurement to reduce fleet overall expenses and order to delivery timeframes. Procurement initiatives shall include an eventual transition to expanded alternative fuel and electric vehicle (EV) options and adherence to New Hampshire Clean Fleets Policy Purchasing guidelines
- 4.1.1.2. Contractor shall provide the ability to procure heavy/specialty fleet vehicles and engage in a specification development partnership
- 4.1.1.3. Contractor shall provide recommended life cycle and total cost of ownership analysis which includes break-even mileage analysis as well as non-business use reports for general use and for use in fleet side-by-side model comparisons

4.1.2. **The following conditions must be met relative to new vehicle purchases:**

- 4.1.2.1. Alternative Fueled Vehicles: Alternative fueled vehicles (e.g., compressed natural gas, propane, E-85 ethanol, electric) shall be considered whenever practical.
- 4.1.2.2. All passenger vehicles [PassAUTO], less than 8,501lbs Gross Vehicle Weight Rating (GVWR), shall have a highway fuel economy rating of 39 miles per gallon or better as rated by the U.S. Environmental Protection Agency.
- 4.1.2.3. All Sport Utility Vehicles [LDT1], with a gross vehicle weight rating (GVWR) less than 8,501lbs, shall have a highway fuel economy rating of 30 miles per gallon or better as rated by the U.S. Environmental Protection Agency.

- 4.1.2.4. All light duty trucks [LDT1], with a gross vehicle weight rating (GVWR) up to 6,000lbs, shall have a highway fuel economy rating of 27 miles per gallon or better as rated by the U.S. Environmental Protection Agency.
- 4.1.2.5. All light duty trucks [LDT1], with a gross vehicle weight rating (GVWR) between 6,001lbs and 8,500lbs, shall have a highway fuel economy rating of 25 miles per gallon or better as rated by the U.S. Environmental Protection Agency.
- 4.1.2.6. All passenger vehicles and light duty vehicles trucks [LDT1], less than 8,501lbs GVWR, shall have the following emissions classifications or better:
- 4.1.2.7. “Low Emission Vehicle II” or better, or
- 4.1.2.8. Federal rating “Tier 2, Bin 5” or better
- 4.1.2.9. Appropriate Vehicle Choice: All agencies shall ensure that the appropriate vehicle is selected depending on its intended use and shall purchase the most fuel efficient vehicle for that intended use.

4.1.3. Exemptions:

- 4.1.3.1. Law enforcement vehicles are exempt from the Clean Fleet Policy. However, when purchasing an exempted vehicle, agencies must give due consideration to paragraph 4.1.2. above. Law enforcement vehicles are used by a duly sworn employee of a governmental unit responsible for the prevention or investigation of crime, who is authorized by law to carry firearms, execute warrants, and make arrests.

4.1.4. Maintenance and Repair Services Program to include:

- 4.1.4.1. Contractor shall implement a managed maintenance program, to include roadside assistance services, pursuant to the terms and conditions of Exhibit D.
- 4.1.4.2. Maintenance program shall apply to all fleet units, including but not limited to light fleet, heavy fleet, and off road equipment

4.1.5. The State of New Hampshire requires the following services:

- 4.1.5.1. Maintenance and Repair Services Program
 - 4.1.5.1.1. Contractor shall furnish a maintenance and repair services program pursuant to the terms and conditions of Exhibit D for each unit designated in the fleet. These services must follow manufacturer’s recommendation. No work shall take place on site at a state agency. Pursuant to the terms and conditions of Exhibit D
 - 4.1.5.1.2. Contractor shall be the point contact for any maintenance and repair service providers. The State reserves the right to quote work out to other contractors. This will be a non-exclusive service provided by the Contractor, where agencies may select the solution that best meets their business needs.
 - 4.1.5.1.3. Contractor must furnish a maintenance, repair, and preventative maintenance program for each unit that includes an explanation of emergency repairs, towing, and services available. Contractor will be provided a list of current units for which the Contractor shall supply a maintenance mechanism within ten (10) business days after contract award. Contractor shall supply a maintenance mechanism within five (5) business days for new units or for replacements.
 - 4.1.5.1.4. Contractor shall adhere to tire acquisition, repair/retreading, and disposal laws, standards, and guidelines as represented in statewide contracts upon and after award, at no additional cost.
 - 4.1.5.1.5. Contractor must provide the capabilities to manually enter maintenance and repair invoices into the Contractor database and/or accept other maintenance or repair events that can be uploaded into the database. All maintenance and repair events entered into the Contractor’s database shall be included in all reports.

- 4.1.5.1.6. Contractor must capture vehicle odometer reading from the service provider at the time service is provided for reporting purposes.
- 4.1.5.1.7. Contractor must implement a payment mechanism for vehicle maintenance and repair costs associated with these activities.
- 4.1.5.1.8. Contractor must implement preventative maintenance management to establish parameters that follow manufacturer's recommendations.

4.1.6. Maintenance and Repair Services Program

- 4.1.6.1. Contractor must distribute standardized reports (i.e.: maintenance by VIN, by vehicle make/model, by maintenance type, by agency, etc.) to designated agencies as determined necessary without additional charges. Additionally, the Contractor shall develop specialized reports unique to each agency's needs.
- 4.1.6.2. Contractor must provide on-line computer access (viewing only) to Ad Hoc reporting, vehicle maintenance and/or repair expense information to approximately 50 users with management level permissions who are responsible for day-to-day data management.
- 4.1.6.3. Contractor must furnish, at a minimum by email, recall notification and other warranty / service information received from any source.
- 4.1.6.4. Contractor must create and maintain all data records for each vehicle in the database system. The State requires that the Contractor keep automated maintenance and repair records for as long as the vehicle is enrolled in the Contractor's maintenance and repair program and thirteen (13) months after vehicle becomes retired. The Contractor must also keep records and supporting documentation that may be needed to satisfy all manufacturer's claims or other disputed maintenance and repair issues. Records shall be surrendered to the State or designated Contractor upon the end of contract termination or at the State's request.

4.1.7. Data Management

- 4.1.7.1. Contractor shall implement hosted data analytical service management using integrated, browser client-server applications available 24 hours per day/7 days per week/365 days per year for the following core fleet processes:
 - 4.1.7.1.1. Fleet utilization management
 - 4.1.7.1.2. Maintenance management
 - 4.1.7.1.3. Fleet cycling (replacement management)
 - 4.1.7.1.4. Total cost of ownership analytics
 - 4.1.7.1.5. Cost management and cost containment
 - 4.1.7.1.6. Industry best practice modeling
 - 4.1.7.1.7. Operations cost bench marking
 - 4.1.7.1.8. Contractor must capture, integrate, and provide National Highway Transportation Safety Administration (NHTSA) safety data and vehicle recall information to driver and fleet managers using a browser client-server application. Contractor must have a web-based forum that shall house and make available safety information from the NHTSA and/or internal Contractor data that can track maintenance trends on certain makes and models of vehicles.
 - 4.1.7.1.9. Contractor must implement a browser client-service preventive maintenance application that is driver-centric and can produce maintenance reminders using email, SMS or other means that notify fleet managers when established thresholds are pending or have been exceeded.
 - 4.1.7.1.10. Contractor must implement a browser client-server maintenance management and repair application that provides real-time, line item visibility of maintenance and repair outcomes (invoices, work orders, or work requests), including narrative

comments (if applicable) which contain documented savings in reduced labor rate charges, reduced parts charges, reduced core charges, and any warranty recovery savings.

- 4.1.7.1.11. Contractor must seek the State approval before implementing repair service management based on established thresholds.
- 4.1.7.1.12. Contractor must implement and manage a maintenance management contact center available to drivers and fleet managers 24 hours per day/7 days per week/365 days per year.
- 4.1.7.1.13. Contractor must implement and manage a 24-hour roadside assistance program with the following core functions:
 - 4.1.7.1.13.1. Toll-free assistance line
 - 4.1.7.1.13.2. Emergency towing service
 - 4.1.7.1.13.3. Tire-changing service
 - 4.1.7.1.13.4. Battery jump service
 - 4.1.7.1.13.5. Lockout service
- 4.1.7.2. Contractor must provide, manage, and integrate a browser client-server asset management application with inventory and multi-criteria replacement methodologies, e.g., vehicle age, accrued mileage, life-to-date maintenance cost, predictive maintenance costs by automotive systems, manufacturer, VIN make, and VIN model.
- 4.1.7.3. All data must be maintained by the Contractor for thirteen (13) months after the vehicle becomes retired. All operations cost data associated with a vehicle must be maintained for a minimum of five (5) years for reporting purposes. Contractor must provide access to data and assist in transitioning the data to another contractor should this contract be terminated for any reason.
- 4.1.7.4. Contractor must provide ability to communicate and interface requested information via data feeds to, and from, the consolidated centralized State of New Hampshire fleet management system (FIMS) and the State of New Hampshire's ERP system, which is currently NH FIRST. FIMS is an in-house developed application and NH FIRST is an ERP system provided by Infor. Collaboration in the data migration phase is imperative to accurately define data maps for the various systems.
- 4.1.7.5. Contractor must provide data entry ability to record end user name, address, phone number and email associated with each vehicle under their purview.
- 4.1.7.6. Contractor must provide the ability to record the driver first name, last name, and the physical address for each vehicle.

4.1.8. Support

- 4.1.8.1. Contractor must send a minimum of one key person as identified by the State at no additional cost to visit designated agency representatives upon request. No more than four (4) half day visits will be required yearly.
- 4.1.8.2. Contractor must provide on-site user training in New Hampshire as required on the browser client-server application by the user; utilization of reports; analysis of operating costs; and costing trends at no additional cost. No more than four (4) day visits will be required during annual contract periods.
- 4.1.8.3. Contractor must provide the State with a list of principal service personnel upon Contract approval. List shall include contact names, phone numbers, and email addresses. Contractor shall provide an updated list to the State within five (5) business days when there are personnel changes.

- 4.1.8.4. Contractor must participate, at the State's request, at seminars to educate drivers / State customers on program requirements in New Hampshire at no additional cost to the State. The State will notify Contractor of request a minimum of two weeks prior to the engagement. A maximum of two (2) seminars will be required yearly. Contractor must provide training, as required, for full understanding and utilization of reports and analysis of operating costs and cost trends at no additional cost to the agency. No separate reimbursement will be made to the Contractor for travel or any other expense or service.
- 4.1.8.5. Contractor must provide capability for fleet managers and designees to interact online with Contractor for ordering, inquiry, information, updating and reporting purposes. While the current system has approximately 3,000 users, there are approximately 50 users with management level permissions who are responsible for day-to-day data management.
- 4.1.8.6. Contractor must allow the State to periodically visit the Contractor to verify / review the program in operation.

4.1.9. Maintenance and Repair Services

- 4.1.9.1. Contractor must provide information concerning changes in industry practices, policies, regulations, and/or other related information to the State. For example, periodic publications for review by the State concerning 1) suggestions for prompt and effective maintenance; and 2) national fleet information from manufacturers, consultants, etc.
- 4.1.9.2. Contractor must maintain a toll-free line which includes Automotive Service Excellence (ASE) Certified Technicians, 365 days a year, 7 days a week, 24 hours a day to monitor all maintenance and repair requests. If applicable, nights and weekends may be reserved for limited emergency services.
- 4.1.9.3. Contractor must implement narrative and graphical performance reviews for the State (consolidated) and State agencies (by agency billing code), no less than annually to demonstrate achieved cost savings based upon agreed metrics for the State and spending units as well as identifying other service areas with the potential to achieve increased cost savings or cost containment for the State and agencies.

4.1.10. Reporting

- 4.1.10.1. All data and reports must be available to be exported into Microsoft Excel 2016 or later version (XLSX), or comma-separated-value “.csv” format that is usable by end users.
- 4.1.10.2. Contractor must provide a quarterly report to the State detailing savings recovered by efforts of the Contractor.
- 4.1.10.3. Contractor must provide a browser client-server application for real-time reporting based on user-selected criteria upon request.
- 4.1.10.4. Contractor must ensure that all reports are mathematically correct and accurate before publishing reports. Rounding of individual costs is not acceptable.
- 4.1.10.5. Contractor must provide standardized and customizable reports that will be available through a browser-client application to state agencies without additional charge. Reports generated by Contractor or end users must be exportable to MS 2016 format or later (XLSX), or comma-separated-value “.csv” format.
- 4.1.10.6. Contractor must provide a report that combines all maintenance, and other vehicle related expenses into one report that can be run by date ranges and or specific hierarchy organizations. Report needs to be the true cost of operating a vehicle not over or under stated by taxes, refunds and or corrections.
- 4.1.10.7. Contractor must provide a Yearly Review of Accounts and Suggestions.
- 4.1.10.8. Contractor must have the ability to transfer charges in case of incorrect transactions.

4.1.11. Features to include but not be limited to

- 4.1.11.1. Location tracking

- 4.1.11.2. Driver speed tracking (threshold and posted)
- 4.1.11.3. Idle time tracking
- 4.1.11.4. Create, edit and import Geo-fence zones
- 4.1.11.5. Versatile rules engine for defining exceptions
- 4.1.11.6. E-mail alert notifications and reports
- 4.1.11.7. Odometer and engine hours
- 4.1.11.8. In-cab audible alerts
- 4.1.11.9. Driver behavior
- 4.1.11.10. Speeding
- 4.1.11.11. Idling
- 4.1.11.12. Harsh braking
- 4.1.11.13. Harsh acceleration
- 4.1.11.14. Harsh cornering
- 4.1.11.15. Seat belt use
- 4.1.11.16. Engine data and engine faults
- 4.1.11.17. Stop detail report
- 4.1.11.18. Vehicle activity
- 4.1.11.19. Begin/end of day
- 4.1.11.20. Smog check
- 4.1.11.21. Greenhouse gas emissions
- 4.1.11.22. Fleet utilization
- 4.1.11.23. Fuel efficiency
- 4.1.11.24. Warranty
- 4.1.11.25. Offline back-up to server when fleet is in remote locations/out of service areas

4.1.12. Driver Log

- 4.1.12.1. Driver log shall be accessible by PC, cell phone, or tablet.
- 4.1.12.2. Driver log shall maintain a secure limited access history of viewing and editing as provided by the State.
- 4.1.12.3. The Driver log must be able to accommodate drivers that are not assigned to one vehicle. Trip logs must be tracked on a driver-by-driver basis and each driver can only have two (2) logs open at a time. Logs are required to be submitted monthly.

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

- 4.1.12.4.1. Driver ID#
- 4.1.12.4.2. Driver First Name
- 4.1.12.4.3. Driver Last Name
- 4.1.12.4.4. Reporting Period
- 4.1.12.4.5. Vehicle #
- 4.1.12.4.6. Starting Odometer
- 4.1.12.4.7. Ending Odometer
- 4.1.12.4.8. Business Miles
- 4.1.12.4.9. Personal Miles
- 4.1.12.4.10. Total Miles
- 4.1.12.4.11. Purpose of trip

4.1.13. Adding or Removing Services

- 4.1.13.1. State agencies may add/remove services at any time throughout the contract with a 30 day notice. Any agency that chooses to utilize this Contract may use all services (fleet procurement, vehicle maintenance/preventative maintenance, and Telematics fleet management) or any single or combination of these services. All services shall be conterminous with the termination date listed in box 1.7 of the P-37

4.1.14. Mileage and Odometers

- 4.1.14.1. Contractor system must allow odometer readings to be entered manually, by interface from other software, or by data upload per each VIN as needed.
 - 4.1.14.2. Contractor must have a mechanism to report on business and non-business use miles and report on number of business and non-business use miles by vehicle, month, agency and State of New Hampshire.
 - 4.1.14.3. Contractor must provide a browser client-server application for real-time mileage entry and calculation functionality for official business use, and non-business use miles. Total miles and ending odometer readings must be calculated by vehicle and driver. Trip logs must be tracked on a driver-by-driver basis and each driver can only have two (2) logs open at a time. Logs are required to be submitted monthly.
 - 4.1.14.4. Contractor must track and report to the State the vehicles being driven less than a specified number of miles monthly. The State will provide the specified number of miles for this event to the Contractor upon Contract approval.
- 4.1.15. TELEMATICS** – Contractor shall provide telematics services pursuant to the terms and conditions of **Exhibit E**.
- 4.1.15.1. Equipment**
- 4.1.15.2. Contractor must create master, central, separate account, subordinate division, subdivision, or location-specific hierarchical organization (chart of accounts) for viewing, reporting, and administration as designated by the State.
 - 4.1.15.3. Telematics device must retain compatibility with 2000 and newer vehicles utilizing the manufacturer’s OBD port.
 - 4.1.15.4. Telematics device must be fully functional on all light, heavy, and extra heavy duty vehicles.
 - 4.1.15.5. Telematics device must include an installation harness to allow garages to access the vehicles OBD port without disconnecting the telematics device.
 - 4.1.15.6. Telematics devices must be compatible with all of the following providers: Verizon, T-Mobile, US Cellular, and AT&T.
 - 4.1.15.7. For emergency vehicles and first responders, the product must comply with AES256 for Data in Transit (DIT), Data at Rest (DAR), and over-the-air signed firmware updates that are FIPS 140-2 compliant and hosted with a FedRAMP certified cloud provider.
 - 4.1.15.8. The telematics devices must have the capability to distinguish between drivers.
 - 4.1.15.9. A pool driver’s record must stay with the driver’s history regardless of the number of different vehicles that are driven.
 - 4.1.15.10. Software must be completely Web based, requiring no software installation of any kind on the State’s computers, laptops, or mobile phones.
 - 4.1.15.11. Telematics data must be exportable in MS 2016 format or later (XLSX), or csv. and also capable of being interfaced with the State of New Hampshire FIMS Database as required.
 - 4.1.15.12. Software must include unlimited grouping hierarchy and users.
 - 4.1.15.13. Tracking must be on at least 2-minute intervals.

5. Data Management and Telematics Fleet Management tracking suite to include

- 5.1.1. System shall gather all Automatic Vehicle Locating (AVL) data and On-board diagnostics system (OBDII)/J-BUS data from the fleet of vehicles;
- 5.1.2. OBDII/J-BUS data shall be sent to a centralized server that can be accessed anytime by the Statewide Fleet Manager and individual agency Fleet Managers;
- 5.1.3. Functionality on all light and heavy duty vehicles;
- 5.1.4. Improvement of fleet utilization, monitoring of engine diagnostics, and reduction in fuel consumption; and

- 5.1.5. Driver behavior monitoring services to include, but not be limited to; efficient route tracking (route optimization), speeding & maintenance of speed via posted limits, idle time, emergency response time, tire inflation monitoring, and the tracking of quick acceleration and harsh stopping/breaking

6. EMERGENCY REPAIRS:

- 6.1. Emergency repairs are defined as urgent, have impacted the safety of personnel, or impacted the operational capability of the State and are needed within 24 – 48 hours of notification to the contractor. The awarded Contractor(s) shall provide repair rates at the hourly rates for the State facilities listed herein. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.
- 6.2. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials beyond those identified in a resultant contract shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.
- 6.3. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained and certified technicians so that calls of any emergency nature can be answered promptly no later than three (3) hours after the call is entered. Contractor shall provide a not to exceed estimate before starting any work. If overtime is necessary and is determined to be caused by the Contractor, the State may at their discretion deduct a portion of the additional time.

7. OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY):

- 7.1. The awarded Contractor(s) shall provide repair rates at the hourly rates for the State facilities listed herein for other repairs that are not a part of preventative maintenance and are not emergency repairs. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.
- 7.2. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials beyond those identified in a resultant contract shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

8. COMMERCIAL REQUIREMENTS:

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.

- 8.5. 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.
 - 8.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
 - 8.7. 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.
 - 8.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
 - 8.9. 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.
 - 8.10. 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.
- 9. USAGE REPORTING:**
- 9.1. 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 Lincoln Adams at the Bureau of Purchase and Property and sent electronic to Lincoln.J.Adams@DAS.NH.Gov. At a minimum, the Report shall include:
 - 9.1.1. Contract Number
 - 9.1.2. Utilizing Agency and Eligible Participant
 - 9.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 9.1.4. 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:
 - 9.1.4.1. Percentage of recycled materials contained within finished products
 - 9.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 9.1.4.3. Types and volume of packaging used for transport
 - 9.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 9.1.4.5. A standardized reporting form will be provided after contract award
 - 9.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 9.1.6. Preferred in Excel format

10. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 10.1. The Contractor shall provide all Vehicle Maintenance and Repair Services (Fleet Management Services) strictly pursuant to, and in conformity with, the specifications described in State RFB 3020-25, as described herein, and under the terms of this Contract.
- 10.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up to date contact information.
- 10.3. 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.
- 10.4. 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/contractorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/contractorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).

- 10.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work.
- 10.6. 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, unless otherwise provided herein.

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

- 11.1. 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.

12. CONFIDENTIALITY & CRIMINAL RECORD:

- 12.1. 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

13. CONTRACT PRICE:

13.1. The Contractor hereby agrees to provide Vehicle Maintenance and Repair (Fleet Management 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 \$2,730,468.75; 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.

14. PRICING STRUCTURE:

<i>A. Maintenance and Repair Services Program</i>		
Service	Unit of Measure	Pricing
Maintenance, Preventative Maintenance, and Repair Management	\$ per vehicle per month plus cost of repair	\$4.00
Warranty Screening and Recovery	% of successfully recovered amounts	10%
Dealer/Independent (in Network) Transactions	\$ per Incident	\$0.00
Non-Network Maintenance Transactions	% of repair	10%
24-Hour Roadside Assistance	\$ per Incident	\$35.00
<i>Data Management, Reporting, and Telematics</i>		
Service	Unit of Measure	Pricing
<i>B. Data Management, Reporting, and Telematics</i>		
Device Cost	\$ per Incident/Month	\$0.00
Installation Cost	\$ per Incident	\$0.00
Hosting Cost (per department)	\$ per Month	\$0.00
Software License Cost	\$ per Seat per Month	\$20.50
Uninstall fee	\$ per Incident	\$126.00
Transfer fee	\$ per Incident	\$126.00
Telematics Reporting	\$ per Driver per Month	\$0.00
Non-Business Use Taxable Benefit Reporting	\$ per Driver	\$1.50
14.1. IT Set-up and Training (per department)	\$ per (one time fee)	\$0.00

15. CONTRACTOR’S BALANCE OF PRODUCT LINE ITEMS:

15.1. 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”.

16. INVOICE:

- 16.1. 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.
- 16.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State’s satisfaction by Procurement Card.
- 16.3. The invoice shall be sent to the address of the using agency under agreement.

17. PAYMENT:

17.1. 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

MAINTENANCE MANAGEMENT – ADMINISTERED MAINTENANCE

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

In exchange for the mutual promises herein expressed, the parties agree to perform in accordance with the following terms:

MERCHANTS will: (a) provide written instructions through a driver information package for use of the program to each driver of Client assigned to vehicles expressly enrolled in this program; (b) provide toll-free telephone access to Merchants’ call center; (c) authorize and make payment for necessary repairs and mechanical services through the Merchants’ participating vendor network (National Accounts) as listed in the written instructions provided or as verbally directed by Merchants’ personnel; (d) review vendor invoices for reasonableness; (e) invoice Client for all authorized purchases from in-network vendors; (f) invoice Client with a fee as indicated on the Fee Schedule for all authorized purchases for out-of-network vendors; (g) provide assistance in arranging for temporary rentals if requested by Client the cost of which and any associated fees as indicated on the Fee Schedule will be billed back to Client and (h) pursue extended warranty (out of written warranty) reimbursements from the vehicle manufacturers for applicable service and repairs while retaining a fee of 10% of any amounts successfully collected.

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

Each driver information package issued under this agreement will display Client’s name, the vehicle identification number (VIN), unit number, and client vehicle number, and fuel type, and will be usable within 500 miles before or after the stated odometer interval and serves as authorization to perform the maintenance as indicated. Any additional service or work outside of the preapproved preventative maintenance services listed in the driver information package must be authorized by Merchants.

MERCHANTS will provide a roadside assistance program for an amount listed on the Fee Schedule, with the following features:

Covered
Towing – disabled vehicle will be towed to the nearest qualified service facility or to another location requested by customer.
Battery Service – jump start
Flat Tire Assistance – remove flat and replace with spare.
Fuel, Oil, Fluid and Water Delivery Service – an emergency supply will be delivered to any customer in immediate need when driving a covered vehicle.
Lock-Out Assistance

CLIENT will: (a) provide written notification, including all information reasonably requested by Merchants, of all vehicles to be enrolled in this program; (b) direct its employees to comply with all instructions provided in the driver information package or as otherwise reasonably instructed by Merchants; (c) pay an administrative fee as indicated on the enclosed Fee Schedule; (d) pay all authorized invoices covering goods and services obtained by Merchants on Client’s behalf pursuant to this agreement including any such charges authorized while a vehicle was actively enrolled in the program but subsequent to a vehicle being terminated from this agreement.

Except as modified herein, all of the terms and conditions of the Agreement are herein ratified, confirmed, and re-published in all respects.

Vehicles enrolled in the Program may be owned by Merchants and leased to Client or owned by Client or a third party.

EXHIBIT E

TELEMATICS DEVICES AND SERVICES

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

NOW, THEREFORE, in exchange for the mutual promises herein expressed in this Addendum and subsequent attached Schedules, the parties agree to perform in accordance with the following:

MERCHANTS OBLIGATIONS:

MERCHANTS will:

- a) Provide to Client at the rate shown on the Fee Schedule Addendum the necessary equipment for each vehicle needed to collect the pertinent telematics data (the "Devices"); this is a "rent-to-own" agreement. Client will take ownership of the equipment after all obligations of this Agreement have been met.;
 - b) Provide telematics services to Client through its Service Partners for each vehicle, provide access to the online software for viewing the various reports (the "Website"), and access to certain training materials related to the telematics services, at the monthly fees set forth on the Fee Schedule Addendum;
 - c) Provide toll-free telephone access to the support call center for such telematics services;
 - d) Provide consultative services and best practices for implementing policies intended to modify behavior as a result of the data shown on the above reports; and
 - e) Install or arrange for the installation of the Devices or provide access to and coordination of installations via the Merchants' National Account Network of installers. Alternatively, Client may elect to self-manage hardware installation (see 2.f below)
- (The services described in paragraphs (b), (c), and (d) are collectively referred to as the "Telematics Services".)

CLIENT'S OBLIGATIONS:

CLIENT will:

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

during initial installation, while any vehicle in which such hardware has been installed is being serviced and during the process of re-installation to another vehicle if applicable. Client further agrees that it will not abate or offset any charges due Merchants hereunder because of such loss, damage or any other reason the device should fail to function for any period of time.

- h) Client to direct employees to comply with professional installation scheduled date and times. In the instance the employee, vehicle, or hardware is not available for scheduled installation, fee penalties will apply per the Fee Schedule.
- i) In the event Client requires an installer on-site to perform troubleshoot activities; fee penalties will apply per the Fee Schedule.
- j) If applicable during the installation process, Client's vehicle has an existing telematics device in vehicle in which professional installer must remove; fee penalties will apply per the Fee Schedule.
- k) Review and accept Service Partner's end user agreement which will be made electronically available for acceptance when the Service Partner's software is initially installed. It can also be downloaded for review at <https://docs.google.com/document/d/1jXvfjvUEwfP-vL0c9CwB9vp4bJEgpf5PmSVfmRznuvc/edit>

The parties have executed this Addendum effective as of the date of the Fleet Services Agreement.

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

Except as modified herein, all of the terms and conditions of the Agreement are herein ratified, confirmed, and re-published in all respects.

Vehicles enrolled in the Program may be owned by Merchants and leased to Client or owned by Client or a third party.