



New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276-5415
www.nh.gov/veterans



Kimberly M. MacKay
Commandant

Telephone: (603) 527-4400
Fax: (603) 286-4242

September 24, 2026

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

REQUESTED ACTION

Pursuant to MOP 150, VII(C), authorize the New Hampshire Veterans Home (NHVH) to purchase a new transportation bus to transport veteran residents to off campus appointments and activities, from Patsy's Bus Sales (VC#177185), Concord, NH in the amount of \$110,921.00 effective upon Governor and Council approval. Funding Source 100% General Funds.

Funding is available in the following account for Fiscal Year 2027.

05-043-043-430010-5358 VETS HOME CUSTODIAL CARE, NH VETERANS HOME

State Fiscal Year	Class/Account	Class Title	Current Budget	Increased (Decreased) Amount	Revised Budget
2027	030-500311	Equipment – General (New)	\$110,921.00		\$110,921.00
		Subtotal	\$110,921.00		\$110,921.00

EXPLANATION

The purpose of this request is to provide a vehicle that is essential to fulfilling our mission of supporting and enhancing the quality of life for the veterans entrusted to our care. The bus will be used to transport residents to medical appointments, therapeutic outings, community engagement activities, and other off-campus events that contribute significantly to their well-being. Reliable transportation is critical to ensuring veterans have safe access to necessary services and meaningful opportunities for social interaction—both core components of the NHVH mission to promote dignity, independence, and quality of life.

As part of this procurement, the existing NHVH bus will be traded in. This trade-in helps reduce the overall cost of the new vehicle and removes an aging asset that no longer meets reliability and safety expectations. The trade-in vehicle required a CDL license to operate which limits the use and availability of that vehicle to be used. The new bus will not require the need for a CDL licensed operator.

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
Page 2 of 2

Not obtaining this bus would negatively impact the NH Veterans Home by limiting our capacity to transport residents safely and dependably. Without replacement of the current aging vehicle, the Home would experience increased maintenance issues, more frequent service disruptions, and reduced ability to support essential medical and community outings. Ultimately, this could restrict veterans' access to necessary care and diminish quality-of-life activities.

This purchase was competitively bid, and the solicitation reached 101 vendors. We received 5 responses. The lowest bid was submitted by Patsy's Bus Sales. Their proposal represents a cost savings of \$6,549.00 compared to the original requisition quote. Additionally, their bid provides a cost avoidance of \$1,344.00 compared to the next lowest bidder. These savings directly benefit the State and demonstrate that this acquisition aligns with responsible fiscal stewardship.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Kimberly M MacKay".

Kimberly M. MacKay
Commandant



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Summary

Bid Description	Wheelchair Accessible Bus	Agency	NH Veterans Home
Bid #	10-27	RQ #	259514
Agent Name	Lincoln Adams	Bid Closing	7/29/26 @ 10:30 AM

Qty	UOM	Product Description	Patsy's Bus Sales	Model 1 Commercial Vehicles Inc. Submission 1	Matthews Bus Alliance Submission 1	Model 1 Commercial Vehicles Inc. Submission 2	Matthews Bus Alliance Submission 2
			Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	EA	New Vehicle	\$116,421.00	\$118,765.00	\$118,888.00	\$121,578.00	\$121,743.00
1	EA	Trade in Value	\$5,500.00	\$6,500.00	\$4,925.00	\$6,500.00	\$4,925.00
Total Net			\$110,921.00	\$112,265.00	\$113,963.00	\$115,078.00	\$116,818.00

Recommendation Summary	
Number of Solicitations Received	5
Number of Sourced bidders	17
Number of NIGP Vendors Sourced	84
Number of non-responsive bidders	96
D&B Report On File	Yes
Confirmed Vendor is not debarred or suspended	Not
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Special Notes:	

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

TO: GARY S LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 8/11/2026

Requestor: Susan Glover, CFO	Agency: New Hampshire Veterans Home
Reason for Waiver from Surplus Request (Indicate Trade-In or Transfer to Other State Government Entity): Current bus will be used for trade in towards another van that is able to be used without required CDL endorsement.	
Description/Quantity of Item(s): 2015 Ford E-450 Wheelchair Accessible 16 passenger (including driver) Bus VIN 1FDFE4FS5GDC07137 - Quantity of 1	Estimated Value: \$5,500
For trade-in request, provide the vendor quote for purchase price and showing trade-in value.	
For transfer to other state government entity request, provide documentation of the arrangement between parties.	
For disposal by the agency of end-of-life property, please utilize the P-17 form.	

PERMISSION IS HEREBY APPROVED TO WAIVE REQUIREMENTS OF RSA 21-I:12, (a)(6) AND ADMINISTRATIVE RULES 611 IN THE DISPOSAL OF STATE PROPERTY TO SURPLUS MANAGEMENT FOR THE FOLLOWING REASON(S):

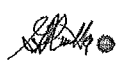
Proceeding to trade of the 2015 bus for purchase a a new bus has been approved by the Fleet Program. NH Surplus approves the estimated value in relation to expected auction sale pricing and conditions of decommissioning by the vendor.

SUBMITTED WITH NH SURPLUS ACCEPTANCE BY:

Amy Farnum
Digitally signed by Amy Farnum
Date: 2026.08.11 12:30:44 -04'00'

AMY L FARNUM
FEDERAL & STATE SURPLUS ADMINISTRATOR

APPROVED FOR ACCEPTANCE BY:


Digitally signed by Gary S. Lunetta
Date: 2026.08.12 10:01:50 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES



**NEW ENGLAND
KENWORTH**

New England Kenworth Collision Center
62 Basin Street
Concord, NH 03301
P: 603.226.4600 F: 603.226.6161



NH VETERANS HOME
139 WINTER STREET
TILTON, NH 03276

RE: 2016 Ford E450 Bus Estimated Value

To Who It May Concern:

We completed a full check over on the above said bus as requested for trade-in value. Overall condition is average however due to its age and license requirement to operate using a CDL, the value is listed at \$5500.00.

If you have further questions please feel free to contact us at 603-226-4600.

Regards,

Kevin Cotterly
General Manager
Patsy's Auto Body & Alignment

CC: Tony Neveux

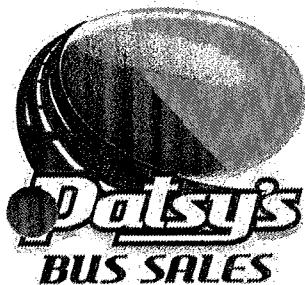
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www.NewEnglandKW.com

Model	Length	Width	Seats	Axles	AT			ISO	PFC
					Year	Low Retail	Avg. Retail	High Retail	** Opt. Schedule
2000	20' 0"	8' 0"	15	2	2000	\$27,000	\$27,000	\$27,000	MINI
2001	20' 0"	8' 0"	15	2	2001	\$27,000	\$27,000	\$27,000	MINI
2002	20' 0"	8' 0"	15	2	2002	\$27,000	\$27,000	\$27,000	MINI
2003	20' 0"	8' 0"	15	2	2003	\$27,000	\$27,000	\$27,000	MINI
2004	20' 0"	8' 0"	15	2	2004	\$27,000	\$27,000	\$27,000	MINI
2005	20' 0"	8' 0"	15	2	2005	\$27,000	\$27,000	\$27,000	MINI
2006	20' 0"	8' 0"	15	2	2006	\$27,000	\$27,000	\$27,000	MINI
2007	20' 0"	8' 0"	15	2	2007	\$27,000	\$27,000	\$27,000	MINI
2008	20' 0"	8' 0"	15	2	2008	\$27,000	\$27,000	\$27,000	MINI
2009	20' 0"	8' 0"	15	2	2009	\$27,000	\$27,000	\$27,000	MINI
2010	20' 0"	8' 0"	15	2	2010	\$27,000	\$27,000	\$27,000	MINI
2011	20' 0"	8' 0"	15	2	2011	\$27,000	\$27,000	\$27,000	MINI
2012	20' 0"	8' 0"	15	2	2012	\$27,000	\$27,000	\$27,000	MINI
2013	20' 0"	8' 0"	15	2	2013	\$27,000	\$27,000	\$27,000	MINI
2014	20' 0"	8' 0"	15	2	2014	\$27,000	\$27,000	\$27,000	MINI
2015	20' 0"	8' 0"	15	2	2015	\$27,000	\$27,000	\$27,000	MINI
2016	20' 0"	8' 0"	15	2	2016	\$27,000	\$27,000	\$27,000	MINI
2017	20' 0"	8' 0"	15	2	2017	\$27,000	\$27,000	\$27,000	MINI
2018	20' 0"	8' 0"	15	2	2018	\$27,000	\$27,000	\$27,000	MINI
2019	20' 0"	8' 0"	15	2	2019	\$27,000	\$27,000	\$27,000	MINI

The 2020 valuation was \$19,300.00, reflecting a \$10,000.00 decrease over the following four years. With 2027 models approaching release, the vendor will be required to remove existing decals, repaint the affected areas, address any additional issues identified by their technicians, and complete all mandatory federal inspections and repairs. As seen in The Official Commercial Bus Blue Book, page 169. DAS Fleet Management considers the vendor's assessment of the trade-in value to be legitimate and well-supported.

Lincoln Adams
 Administrator II
 Fleet Administrator
 Department of Administrative Services
 Division of Procurement and Support Services
 State of New Hampshire
 25 Capitol Street, Concord, NH 03301
 (603)-271-0580
 Email: Lincoln.J.Adams@DAS.NH.Gov
<https://das.nh.gov/purchasing>



Patsy's Bus Sales

PO Box 2700, 31 Hall Street • Concord, NH 03302-2700
P: 603.226.2222 F: 603.226.0606 • www.patsysbussales.com



New Hampshire Veterans

139 Winter st.
Tilton, NH 03276

Thank you for this opportunity to offer this quote.
Please call or e-mail me with any questions or concerns that you may have.

This quote contains pricing and specifications for a
14-passenger handicap bus, 23', Ford E350, 12,500 GVWR. This bus is
manufactured by Endera

Tony Neveux
Patsy's Bus Sales
603-226-2222 ext. 390
603-856-3656 cell
603-226-0606 fax
tonyneveux@patsyco.com



www.NewEnglandKW.com

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www.PatsyCo.com



ENDERA ORDER FORM

Version 12.25

+1 419.523.3593
804 N. Pratt St.
Ottawa, OH 45875

Date: 6/3/2026

Sales: 303-880-2788
jeff@enderacorp.com
Warranty / Parts: 419-523-3593

CUSTOMER INFORMATION

Customer: Patsy's
Address:
City, St. Zip:
Contact:
Phone:
Fax:
P.O. #:

SHIPPING / PAYMENT INFORMATION

Customer Pick Up: ☐ Ship Best Way to Location Below: ☐

Ship To:
Address:
City, St. Zip:
Contact:
Phone:
Payment:

ARE FTA FUNDS USED?		FTA INFO REQUIRED
YES or NO	no	

Additional
Shipping
Instructions

Is this for a contract?	YES or NO	Model Number:	Number of units in this order:
	no	Description:	
If YES please complete the fields to the right		Seating Capacity: 12+2	1

End User Information

Name:
Address:
City, St. Zip:

Applicable FIN / FAN Code:

Pricing and specs subject to change without notice - COD or approved financing only - FOB Ottawa, OH

QTY	CHASSIS PRICE ADDED	Price	Extended
	Ford E-350, 138" WB, 7.3L V-8 Gas Engine, 11,500 GVWR, Door Delete		
	Ford E-350, 138" WB, 7.3L V-8 Gas Engine, 12,500 GVWR, Door Delete		
1	Ford E350, 158" WB, 7.3L V-8 Gas Engine, 12,500 GVWR, Door Delete		
	Ford E450 168" WB, 7.3L V-8 Gas Engine, 14,500 GVWR, Door Delete		
	Chassis Transfer Fee		
	Limited Slip Rear Differential		
	Advanced Emergency Braking / Collision Avoidance (53A)		
	Less: Applicable Commercial Retail Allowance		
	Less: Commercial Upfit Allowance		
	Less: Mobility Allowance		
	Less: PNI Allowance		
	Total Net Chassis (Plus any special options noted below):		
	SPECIAL ORDER CHASSIS OPTIONS		
	Special Order Option Request		
	Special Order Option Request		
	Special Order Option Request		

Grand Total Net Chassis Price:

\$

Chassis must be paid for or transferred 4 weeks before starting production

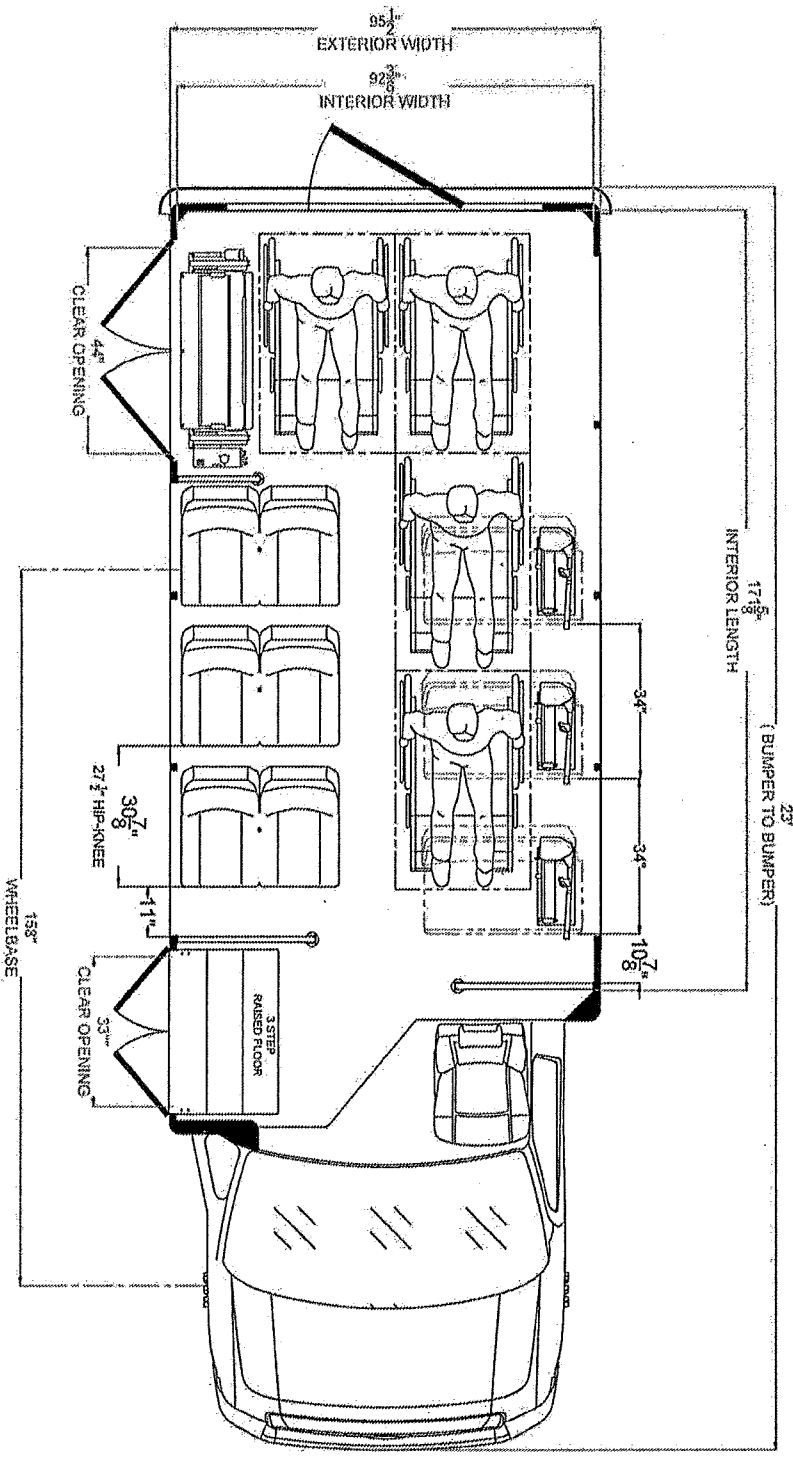
BASE CONVERSION			
QTY		Price	Extended
	Endera - FORD E350 - 3 STEP ENTRY Raised Floor		
1	23', E350, 158" WB, 12,500 GVWR		
BODY / CONVERSION OPTIONS			
QTY	Option Description	Price	Extension
PARATRANSIT OPTIONS			
1	Rear Lift - ADA with Double Wheel Chair Doors, Windows, Shift Interlock & Lights		
BRAUN WHEELCHAIR LIFTS			
1	Lift 800# NCL-2 34"x54" Front Pump-Braun		
Q-STRAINT W.C. SECUREMENT KITS			
4	Q-8100-A1T-L - QRT DELUXE Retractable Shoulder / Lap Belt Combo - L Track		
MISCELLANEOUS PARATRANSIT ACCESSORIES			
4	Q-Straint Belt Storage Pouch		
FLOORING			
1	Allro Transfloor Meta Storm, 2.2 mm Thick		
ELECTRICAL			
1	Back Up Alarm (112 dB)		
AUDIO / VISUAL			
1	Rosco Backup Camera with 7" Monitor		
DOORS / WINDOWS			
1	Rear Door (32"x54") - With 2 Windows and Wind Strap		
1	Twin Cap Windows		
CHASSIS / EXTERIOR			
1	Heavy Duty 12" Driver's Step With Integrated Mud Flap		
1	Front Mud Flaps		
INTERIOR			
1	Interior Convex Mirror 6" x 9"		
CLIMATE CONTROL			
Spheros DUAL COMPRESSOR SYSTEMS - SKIRT CONDENSER			
1	AC-Spheros 70K BTU Skirt Cond.		
CABIN HEATERS			
1	Heater- 70K BTU Upright Mounted		
SAFETY OPTIONS			
1	5 Lb. ABC Fire Extinguisher w/ Bracket (Shipped Loose)		
GRAB RAIL / STANCHION / PANELS			
1	Ceiling Grab Rail Curbside (ADA requirement) Stainless		
1	Ceiling Grab Rail Streetside Stainless		
1	Drive grab rail		
EXTERIOR GRAPHICS			
1	eliminate all manufacture decals		
SEATING			
DRIVER'S SEATING			
1	SHIELD FC Recliner, RH Arm, 4 Position Lumbar, Mesh Pocket		
1	Adnik Power Seat Base w/ Skirt - (Required w/ USSC G2, Shield & Shield Sport Driver Seats)		
DRIVER SEAT FABRICS			
1	Driver Seat Cover - OEM	OEM	
PASSENGER SEAT FABRICS			
14	Seat Cover - Level 1	Oxen Gray	
PASSENGER SEATING			
FREEDMAN FEATHERWEIGHT STANDARD RIGID SEATS			
6	Featherweight Mid-High Double Seat		
FREEDMAN FLIP AND FOLDAWAY SEATS			
1	BV Foldaway Seat - Double		

[illegible]

DATE _____

4 3 2 1

4 3 2 1



APPROVAL
SIGNATURE

TITLE 23' RAISED FLOOR 158" W.B.		ENGINEER ENDICOR CORPORATION 804 N. PRATT ST. OTTAWA, ON K4M 1Y5 416-323-3552 www.endicor.com	DATE 10/1/01
DESIGNER ENDICOR CORPORATION 804 N. PRATT ST. OTTAWA, ON K4M 1Y5	DATE 10/1/01	PROJECT 23' RAISED FLOOR 158" W.B.	SCALE 1/8" = 1'-0"
REVISIONS			
NO. 1	DATE 10/1/01	DESCRIPTION 23' RAISED FLOOR 158" W.B.	BY [Signature]
APPROVAL [Signature]			
NOTES			

"THIS DRAWING AND THE INFORMATION CONTAINED THEREON ARE THE EXCLUSIVE PROPERTY OF ENDICOR CORPORATION. IT SHALL NOT BE COPIED OR REPRODUCED IN ANY MANNER, FOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT THE WRITTEN CONSENT OF ENDICOR CORPORATION. THIS INFORMATION IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH OR PROPRIETORS SUBMITTED TO ENDICOR CORPORATION ONLY."



ENDERA COMMERCIAL BUS LIMITED WARRANTY

This limited product warranty for Endera commercial buses (hereinafter referred to as "Limited Warranty") is issued by Endera Motors, LCC, which is headquartered at 804 N. Pratt St, Ottawa, OH 45875, for itself and its legal successors or assigns (hereinafter collectively referred to as "Endera"), and applies exclusively to Endera commercial buses (as defined in Section 1) sold and used in the United States.

1. Endera Commercial Buses and Components

Endera commercial buses ("Vehicles") are defined in this Limited Warranty as the following product types:

ENDERA 23', 24' 25' 26' and 28' bodies built on Ford E-series cutaway chassis and Chevrolet cutaway chassis.

"Components" are defined in this Limited Warranty as any product, part, or component, including but not limited to the chassis and air conditioning system, that are part of the Vehicle and manufactured or supplied by a party other than Endera.

2. Limited Warranty Period and Beneficiary

2.1 Limited Warranty Period

The terms of this Limited Warranty take effect on the date that the Customer, as defined herein below, takes delivery of the Vehicle (hereinafter referred to as the "Warranty Start Date") and shall remain in effect for the duration of the following periods, as applicable (each such period, a "Limited Warranty Period").

1. For the earlier of five (5) years from the Warranty Start Date and 100,000 miles, Endera warrants that the body structure of the Vehicle (including structural metal components welded or mechanically fastened together forming the floor, side walls, roof, front or end caps) will be free from defects in structural integrity ("Main Body Structure Warranty Period").
2. For the earlier of five (5) years from the Warranty Start Date and 100,000 miles, Endera warrants that the body structure will be free of rust-through resulting from corrosion ("Corrosion Warranty Period").
3. For all Components, the original manufacturer's warranty and warranty process applies.

2.2 Beneficiary

The sole and exclusive beneficiary of this Limited Warranty is the initial end customer who purchases the Vehicle directly or indirectly from Endera or from any one of its authorized manufacturers, dealers or distributors or from any other legitimate source, and is the initial owner of such Vehicle, and any of such Customer's permitted successors or assigns under Section 7 (hereinafter referred to as "Customer").

3. Exclusions

This Limited Warranty shall not apply to the following:

1. The Vehicle has been subject to misuse (such as driving over curbs, overloading, racing or used as a permanent stationary power source, or driving through water deep enough to cause water to enter the cabin), abuse, neglect, accidents, collisions or objects striking the Vehicle;
2. Damage to body structure caused by chemicals, corrosive environments, or abrasion;
3. Damage caused by force majeure such as natural disasters, including but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, fire or explosion, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures, landslides, animal damage, hurricanes, or other unusually severe weather events;



4. Damage caused by installation of additional or replacement products, parts, components or attachments, or repairs, modifications or alterations;
5. Surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements, such as dents and scratches, or due to exposure to harsh chemical washes or degreasers or chemicals, hard road salts or calcium chloride, damage or corrosion caused by environmental causes such as flooding, airborne fallout, acts of nature or other atmospheric conditions;
6. Parts and labor needed to maintain the Vehicle and the replacement of parts due to normal wear and tear, such as filters, belts, tires, brakes or other parts which are part of normal maintenance replacement; and normal maintenance of parts such as wiper blades, brake pads/liners, wheel alignment, filters and fluids;
7. Direct or indirect damage caused by theft, vandalism or acts beyond the control of Endera, including but not limited to accidents, riots, war, insurrection and civil disturbance;
8. Damage caused by the accident or negligence of Customer or any person other than Endera;
9. Damage caused by Customer's failure to provide normal preventative maintenance as customarily accepted in the industry, or damage caused by the Customer's failure to service the Vehicle or otherwise maintain and operate the Vehicle in accordance with the Endera product technical specifications or operating and maintenance manual;
10. Damage during shipment after delivery to Customer;
11. Vehicles that have had the odometer disconnected, altered, or inoperative with the result that actual mileage cannot be determined, vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged, or vehicles that have been determined to be a total loss by an insurance company;
12. Any aftermarket products, parts or components installed after delivery to Customer, or any damage caused due to the failure of such products, parts or components.

4. Warranty Claims

4.1 Time Limit for Warranty Claims

All claims under the Limited Warranty must be submitted in writing to Endera within the earlier thirty (30) calendar days after it became aware of non-conformity with the Limited Warranty, and (ii) the respective expiry date of the Limited Warranty Period. Endera shall have the right to reject warranty claims submitted outside of such period.

4.2 Burden of Proof for Warranty Claims

A warranty claim will only be accepted if Customer provides reasonably sufficient documentary evidence to demonstrate that the root cause of the fault or non-conformity in the Vehicle is a breach of the Limited Warranty.

4.3 Warranty Claim Procedures

Customer shall, as soon as it becomes aware of an instance of non-conformity with the Limited Warranty, immediately (but in any event no later than the earlier of thirty (30) calendar days after it became aware of non-conformity with the Limited Warranty. Customer must provide the following information ("Required Information") when making a claim under this Limited Warranty:

- Make, model and year of vehicle
- VIN number or Endera unit number of vehicle
- Current mileage
- Date of failure
- Acceptance date of vehicle

Upon receiving the Required Information, Endera will review the claim and issue an authorization number if it believes the claim is potentially covered under this Limited Warranty. No repairs or repair reimbursements will be funded without a valid Endera



authorization number. Warranty claims should be commenced through the Vehicle dealer, or by email to warranty@enderacorp.com for direct purchases.

5. Remedy for Warranty Claim

5.1 Remedy under the Limited Warranty

Should Endera confirm that the Vehicle is not in conformity with the Limited Warranty, it shall, at its sole discretion, within a reasonable time period, notify the Customer that Endera will either: a) repair the Vehicle at no charge, or; b) reimburse Customer the reasonably and properly incurred costs of having a third party conduct the repairs. Endera may take possession of the Vehicle or Vehicle Component, conduct such repair at the location where it is held by Customer or request Customer to deliver the Vehicle or Vehicle Component to Endera or to a third party workshop approved by Endera. If Customer delivers the Vehicle or Vehicle Component to Endera or a workshop approved by Endera, the cost of such delivery and return delivery shall be at Customer's expense. All warranty work performed by a third party is subject to Endera's prior approval, and examination upon completion.

5.2 Exclusive Remedy

The remedy under the Limited Warranty as set forth above is the sole and exclusive responsibility and obligation of Endera to Customer under this Limited Warranty, and is also the sole and exclusive remedy of Customer for the Vehicle under this Limited Warranty.

Performance of Endera's warranty obligation under this Limited Warranty shall not extend the Limited Warranty Period. The remainder of the original warranty period shall still apply to the repaired or replaced Vehicle. If the production of a component necessary to repair the Vehicle has been discontinued, withdrawn from the market, or is otherwise unavailable, Endera shall have the right to replace with a similar or superior type, the performance of which should not be lower than the original type.

6. Limitation of Liability

6.1 Notwithstanding anything to the contrary herein, the warranties set forth in this Limited Warranty are in lieu of all other warranties, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or non-infringement. However, if Customer is identified as a "consumer" and the Vehicle as a "consumer product" in accordance with the laws governing the protection of consumer rights in the country where the vehicle was originally delivered by Endera to the original Customer, to the extent required by applicable law, any implied warranties of merchantability, fitness for a particular purpose or non-infringement are limited to the Limited Warranty Period set forth above, or such shorter period set forth in applicable law. This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights that vary by state, province or jurisdiction, and such other rights shall remain unaffected.

6.2 Unless otherwise provided by applicable mandatory law, Endera shall not be liable for any of the following losses: a) personal injury or property damage; b) any other loss or injury whatsoever arising out of or in connection with the Vehicle (including but not limited to any defects in the Vehicle or arising from the use or installation thereof); and c) any incidental, consequential or special damages resulting from any cause. Endera's liability for fraudulent or willful intent, gross negligence or personal injury, in each case, under applicable mandatory liability law shall remain unaffected. Notwithstanding any other provision of this Limited Warranty and including if Endera is liable to compensate Customer hereunder, the total compensation paid or payable by Endera, and the total liability of Endera hereunder, shall not exceed the amount actually received by Endera as indicated in the original sales agreement for the Claim Vehicle. The limitations of liability under this Limited Warranty will not apply to the extent restricted or prohibited by applicable mandatory law.

6.3 Customer acknowledges that the foregoing limitations on liability are an essential element of the relevant sale contract



between the parties and that in the absence of such limitations the purchase price of the relevant Vehicle would be substantially higher.

6.4 Endera has used bolding and underlining to draw Customer's attention to clauses which exclude or limit its liability under this Limited Warranty, and has explained the relevant clauses as required by Customer. There is no disagreement between the parties over the understanding of any clause of this Limited Warranty.

7. Assignment of Warranty

Upon written notice to Endera, Customer may assign this Limited Warranty to an affiliate of Customer or a new owner of the Vehicle, provided that: (i) there is no outstanding payment due under the sale contract and (ii) the assignee agrees to be bound by these Limited Warranty terms. If requested by Endera, Customer shall provide reasonable evidence of such succession or transfer of ownership. This Limited Warranty may not otherwise be assigned or transferred, and any attempt to assign or transfer in violation of this Section 7 shall be null and void.

8. Miscellaneous

8.1 Severability

If any portion or provision of this Limited Warranty is held to be invalid, illegal or unenforceable under applicable law, or the application of such portion or provision to certain persons or in certain circumstances is held to be invalid, illegal or unenforceable, then the portion or provision shall be deemed to be changed and interpreted to accomplish the objectives of such portion or provision to the greatest extent possible under applicable law and the remaining portions or provisions of this Limited Warranty or the applicability of this Limited Warranty will remain unaffected, independent, and valid.

8.2 Force Majeure

Endera shall not be responsible or liable in any way to Customer for any non-performance or delay in Endera's performance of its obligations under this Limited Warranty due to occurrences of any force majeure event, which is an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of Endera. Such events or circumstances may include, but are not limited to: actions or inactions of any governmental authority or any civil, tribal, or military authority, acts of God, war, riot or insurrection, terrorism, blockades, embargoes, sabotage (including arson and vandalism), epidemics, pandemics, natural disasters, including but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, fire or explosion, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures, landslides, animal damage, hurricanes, or other unusually severe weather events, strikes, lockouts or other labor disputes, unavailability of suitable or sufficient labor, material, or capacity or technical or yield failures and any other unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood by Endera at the time of the sale of the Vehicle or the notification by Customer of the relevant warranty claim. Notwithstanding that the COVID-19 pandemic initiated prior to delivery of the Vehicle, its effect on global supply chains, manufacturing and the economy are ongoing. In light of this, the COVID-19 pandemic and its effects may cause delays and constitute a force majeure event.

8.3 Governing Law and Dispute Resolution

Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the terms of sale between the original purchaser and Endera.

REC'D DAS BPP
26 AUG 4 46:43:56



NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES

REQUEST FOR BID
FOR
WHEELCHAIR ACCESSIBLE BUS

10-27

DUE DATE: 7/29/2026 10:30 AM (EASTERN TIME)

Bidder Initials: AN
Date: 8/3/26

Table of Contents

1. PURPOSE:	3
2. INSTRUCTIONS TO VENDOR:	3
3. BID SUBMITTAL:	3
4. BID INQUIRIES:	3
5. BID DUE DATE:	3
6. ADDENDA:	3
7. TIMELINE:	3
8. GOVERNING TERMS AND CONDITIONS:	4
9. NON-EXCLUSIVE CONTRACT:	4
10. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:	4
11. VENDOR CERTIFICATIONS:	5
12. VENDOR RESPONSIBILITY:	5
13. WARRANTY REQUIREMENTS:	5
14. BID PRICES:	6
15. AUDITS AND ACCOUNTING:	6
16. terms of PAYMENT:	6
17. INVOICING:	6
18. AWARD:	6
19. BID RESULTS:	7
20. TERMINATION:	7
21. F.O.B.:	7
22. RETURNED GOODS:	7
23. SPECIFICATION COMPLIANCE:	7
24. SPECIFICATIONS:	8
25. SITE VISITATION TO VIEW TRADE IN:	8
26. OFFER:	9
27. DELIVERY TIME:	9
28. ATTACHMENTS:	9
29. VENDOR CONTACT INFORMATION:	9
30. Note: To be considered, BID TRANSMITTAL LETTER shall be signed in the space provided.	9
31. The Bid Opening is open to the public online at the following:	9
STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER	11
GENERAL TERMS AND CONDITIONS	12
CONTRACT TERMS AND CONDITIONS	13

1. **PURPOSE:**

- 1.1. The purpose of this bid invitation is to establish a contract in the form of a purchase order, for supplying the State of New Hampshire with the item(s) indicated in the "Offer" section of this bid invitation, in accordance with the requirements of this bid invitation and any resulting order. This shall be a one-time order with delivery required to the location indicated in the F.O.B. section of this bid invitation.

2. **INSTRUCTIONS TO VENDOR:**

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

3. **BID SUBMITTAL:**

- 3.1. All bids shall be submitted on this form, or an exact copy shall be typed or clearly printed in ink and shall be received on or before the date and time specified in paragraph 7 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to NH.Purchasing@DAS.NH.Gov. All bids shall be clearly marked with bid number, date due and purchasing agent's name.
- 3.2. IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

4. **BID INQUIRIES:**

- 4.1. Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in paragraph 7. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.
- 4.2. Questions shall be submitted by email to Lincoln Adams at Lincoln.J.Adams@DAS.NH.Gov.
- 4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

5. **BID DUE DATE:**

- 5.1. All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.
- 5.2. All bid submissions shall be treated as firm offers to remain valid for acceptance for a period of one hundred eighty (180) days from the bid due date. The transmittal of a vendor's response or bid submission to any State agency or office other than the Department of Administrative Services (DAS), Bureau of Purchase and Property may be grounds for disqualification.

6. **ADDENDA:**

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

7. **TIMELINE:**

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

Bid Solicitation distributed on or by:	7/15/2026
Site visitation Start:	7/16/2026
Last day for questions, clarifications, and/or requested changes to bid:	7/27/2026
Site visitation closed:	7/28/2026
States response to questions, clarifications, and/or requested changes to bid:	7/28/2026
Bid Closing (Eastern Time):	7/29/2026 10:30 AM

8. GOVERNING TERMS AND CONDITIONS:

- 8.1. A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.
- 8.2. A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.
- 8.3. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.
- 8.4. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

9. NON-EXCLUSIVE CONTRACT:

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

10. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

- 10.1. Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.
- 10.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:
- 10.3. **If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are stamped or otherwise marked with the notation "confidential."** Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.
- 10.4. Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.
- 10.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 10.6. By submitting a proposal, Bidders acknowledge and agree that:

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

11. VENDOR CERTIFICATIONS:

- 11.1. All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.
- 11.2. STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://das.nh.gov/purchasing/vendorresources.aspx>.

12. VENDOR RESPONSIBILITY:

- 12.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract. It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.
- 12.2. All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <https://das.nh.gov/purchasing/vendorresources.aspx>.
- 12.3. The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.
- 12.4. It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.
- 12.5. In preparation of your bid response, you shall:
 - 12.5.1. Complete the pricing information in the "Offer" section; and
 - 12.5.2. You may include quote separately, but the **OFFER SECTION MUST** be completed for compliant acceptance.
 - 12.5.3. Complete all other required information on your offer (if applicable); and
 - 12.5.4. Complete the "Vendor Contact Information" section; and
 - 12.5.5. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

13. WARRANTY REQUIREMENTS:

- 13.1. Successful Vendor shall be required to warranty all of the equipment/item awarded to Vendor for a period of not less than one (1) year or the manufacturer's standard period of time, whichever is greater, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

14. BID PRICES:

- 14.1. Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
- 14.2. Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".
- 14.3. Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

15. AUDITS AND ACCOUNTING:

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

16. TERMS OF PAYMENT:

- 16.1. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.
- 16.2. Payments shall be made via ACH unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>.

17. INVOICING:

- 17.1. Itemized invoices shall be submitted to accounts.payable@nhvh.nh.gov after delivery of the products and include the following at a minimum:
 - 17.1.1. State of NH purchase order (PO) number
 - 17.1.2. State of NH ordering agency information
 - 17.1.2.1. Name and contact information of ordering individual
 - 17.1.2.2. Name of ordering state agency / department
 - 17.1.2.3. Address of ordering state agency / department
 - 17.1.2.4. Name and contact information of ordering state agency accounts payable office
 - 17.1.3. Date of purchase
 - 17.1.4. Date of delivery
 - 17.1.5. Vendor order number
 - 17.1.6. Vendor account representative name and contact information
 - 17.1.7. Product description, quantity ordered, quantity delivered, unit price, total price for payment
- 17.2. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

18. AWARD:

- 18.1. The trade-in value will be used to calculate the net cost of the new bus, and the lowest total net cost (new bus price minus trade-in value) will be the primary factor in awarding the contract. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. The award shall be, in the form of a State of New Hampshire Contract in the form of a purchase order.
- 18.2. All bidders must include a detailed trade-in value for the bidder's current bus in their bid submission. This value must be based on a reputable, publicly available market appraisal and must be provided in writing as part of the bid package.
- 18.3. Bidders who fail to provide a trade-in value, or who provide a value that is not supported by a credible appraisal, will have their bid rejected as non-responsive.
- 18.4. Successful Vendor shall not be allowed to require any other type of purchase order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

19. BID RESULTS:

- 19.1. Bid results may be viewed when available, once the award has been made, on our web site only at:
<https://apps.das.nh.gov/bidscontracts/bids.aspx>.
- 19.2. For Vendors wishing to attend the bid closing; Names of the Vendors submitting responses and pricing shall be made public to the above website. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

20. TERMINATION:

- 20.1. The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

21. F.O.B.:

- 21.1. The F.O.B. shall be destination to the following delivery point (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this bid or subsequent purchase orders without additional charge:

**New Hampshire Veterans Home
Maintenance Shop
139 Winter St.
Tilton NH 03276**

Please contact Shannon Perkins 48 hours prior to delivery.
Shannon Perkins 603-527-4400 Shannon.J.Perkins@nhvh.nh.gov

FOR INQUIRIES PERTAINING TO THIS BID PLEASE SEE PARAGRAPH 4

- 21.2. Requisition No.: 259514

22. RETURNED GOODS:

- 22.1. The successful Vendor shall resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten business days of notification with no restocking or freight charges and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.
- 22.2. The signature of state personnel on shipping documents shall signify the receipt but not the acceptance of the shipment signed for.

23. SPECIFICATION COMPLIANCE:

- 23.1. Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.
- 23.2. Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor **shall be new** (and of the current model year, if applicable); **shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.**
- 23.3. The manufacturer(s) and/or model(s) indicated in this bid are **equivalent to the type and quality required. You may bid different make(s) and model(s);** however, your offer shall **match or exceed** the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that do not meet the minimum standards shall not be accepted. **Product literature and specifications MUST be enclosed with your bid submission.**

24. SPECIFICATIONS:

- 24.1. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.
- 24.2. SPECIFICATIONS:**
- 24.2.1. Starcraft Allstar 22 foot, wheelchair accessible bus **(OR EQUIVALENT)**
 - 24.2.2. The bus should must fit no more than 14 persons plus 1 driver (15 Persons total)
 - 24.2.3. Vehicle must not require a CDL to drive
 - 24.2.4. Ideally it should have minimum 4 spots for wheelchairs, more than 4 is acceptable
 - 24.2.5. **Height MUST not exceed 9 feet 5 inches**
 - 24.2.6. Wheelchair lift must be located on the right side of the vehicle (curb side)
 - 24.2.7. Vehicle must be ADA compliant
 - 24.2.8. Must be gas (No diesel will be accepted)
 - 24.2.9. Exterior Color must be white
 - 24.2.10. Vehicle must come with two(2) FOBS
 - 24.2.11. No dealer logos/decals
 - 24.2.12. Vehicle should come with the following:
 - 24.2.12.1. Fire extinguisher
 - 24.2.12.2. Seat belts
 - 24.2.12.3. All appropriate restraints devices/materials to accommodate securing wheelchairs during transport
 - 24.2.12.4. Belt/restraints storage pouch
 - 24.2.12.5. A/C & Heat
 - 24.2.12.6. Radio
 - 24.2.12.7. Back up alarm
 - 24.2.12.8. Back up camera
 - 24.2.12.9. Seat belts
 - 24.2.12.10. Interior and exterior lighting
 - 24.2.12.11. Ceiling grab rail on both sides
 - 24.2.12.12. Dual entry grab rails (both sides)
 - 24.2.12.13. Left hand entry vertical grab rail for driver
 - 24.2.12.14. Rear door with upper and lower windows
 - 24.2.12.15. Rear windows to each side of rear door
 - 24.2.12.16. Adjustable driver seat
 - 24.2.12.17. Exterior driver step or running board
 - 24.2.12.18. Passenger view interior mirror
 - 24.2.12.19. Rear view mirror and exterior mirrors
 - 24.2.12.20. Passenger seating material must be vinyl or similar (for ease of cleaning)
 - 24.2.13. Successful vendor must remove existing trade in bus prior to delivery of new bus.
- 24.3. Vendors shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."
- 24.4. TRADE-IN:**
- 24.5. The vehicle to be traded in is a 2016 Ford Cutaway with a current odometer reading of 43,933. See Attachment 1 for Photos.

25. SITE VISITATION TO VIEW TRADE IN:

- 25.1. Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the bus that is intended to be traded in. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete bid. Coordinate the time to view the bus to be traded with:

Shannon Perkins 603-527-4400 Shannon.J.Perkins@nhvh.nh.gov
New Hampshire Veterans Home - Maintenance Shop - 139 Winter St. Tilton NH 03276

SITE VISITS WILL NOT BE A QUESTION AND ANSWER PERIOD.
ANY QUESTIONS PERTAINING TO THIS BID, PLEASE REFERENCE PARAGRAPH 4.

26. **OFFER:**

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

26.2.

QTY	UNIT	DESCRIPTION	UNIT COST
1	EA	New Vehicle	\$ 116,421.00
1	EA	Trade in Value	\$ 5,500.00
Total Net			\$ 110,921
VENDORS MUST SUBMIT PRODUCT LITERATURE AND SPECIFICATIONS WITH THEIR BID SUBMISSION			

26.3. Please provide the MFG/MAKE/MODEL: FORD E350

27. **DELIVERY TIME:**

27.1. Successful Vendor agrees to complete delivery of items within 90 days after receipt of Purchase Order or sooner to location noted on paragraph 21 FOB. Prices offered shall include all products and delivery costs.

27.2. Successful Vendor agrees to remove existing bus to be traded prior to delivery of the new bus.

28. **ATTACHMENTS:**

28.1. ATTACHMENT 1: Photos

29. **VENDOR CONTACT INFORMATION:**

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

<u>ANTHONY NEVEUX</u>	<u>603-856-3656</u>	
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>TONYNEVEUX@PATSYCO.COM</u>	<u>PATSY'S BUS SALES</u>	
E-mail Address	Company Website	
<u>EMPERA</u>	<u>804 N. PRATT ST.</u>	
Vendor Company Name	<u>OPPAWA, OH 45870</u>	
	Vendor Address	
	Vendor Number (provided by State of NH)	DUNS and/or SAM.GOV Number

30. **NOTE: TO BE CONSIDERED, BID TRANSMITTAL LETTER SHALL BE SIGNED IN THE SPACE PROVIDED.**

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

Microsoft Teams meeting

Join: <https://teams.microsoft.com/join/268340727931434?p=0qPeBhXlt8mznSf3pZ>

Meeting ID: 268 340 727 931 434

Passcode: Qr2uX3Eo

[Need help?](#) | [System reference](#)

Dial in by phone

+1 603-931-4944, 626619320# United States, Concord

[Find a local number](#)

Phone conference ID: 626 619 320#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 114 033 996 9

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Bidder Initials: ARN

Date: 8/3/26

Bidder Initials: ARN
Date: 8/3/26



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

State of New Hampshire
Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, Room 102, State House Annex
Concord, NH 03301-6398

Date: 7/15/2026
Bid No.: 10-27
Date of Bid Closing: 7/29/2026
Time of Bid Closing: 10:30 AM (ET)

PLEASE EMAIL ANY QUESTIONS REGARDING THIS BID TO LINCOLN ADAMS AT LINCOLN.LADAMS@DAS.NH.GOV.
EMAIL YOUR BID TO: NH.PURCHASING@DAS.NH.GOV.

BID INVITATION FOR WHEELCHAIR ACCESSIBEL BUS

[Insert name of signor] ANTHONY NEVEUX on behalf of PATSY'S BUS SALES [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID 10-27 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

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

Authorized Signor's Signature

Authorized Signor's Title

SALES MANAGER

GENERAL TERMS AND CONDITIONS

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.
3. **TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
4. **CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
5. **DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.
6. **INVOICING.** All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.
7. **PERSONNEL.**
 - 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
 - 7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.
8. **EVENT OF DEFAULT; REMEDIES.**
 - 8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):
 - 8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or
 - 8.1.2. failure to submit any report required hereunder; or
 - 8.1.3. failure to perform any of the other covenants and conditions 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and
 - 8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and
 - 8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and
 - 8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
9. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.
10. **VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
11. **ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior



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

Date of Change: July 21, 2026

ADDENDUM # 01 TO BID INVITATION 10-27

DATE AND TIME OF BID CLOSING: 7/27/2026 10:30 AM

FOR: Wheelchair Accessible Bus

Question 1:

We are asking for Approved Equal on Bid 10-27.

The bid states that the Height must not exceed 9 feet 5 inches.

We are asking for an approved equals of on our standard floor of 10 feet.

State Response:

Vendors may submit alternative makes and models; however, the State will not approve any vehicle that exceeds the maximum height requirement of 9 feet 5 inches. This limitation is necessary because the loading and unloading areas have fixed roof clearances. Buses taller than 9 feet 5 inches cannot safely enter these areas where resident pickup and drop-off occur.

PURCHASING AGENT: Lincoln Adams

Email: NH.Purchasing@das.nh.gov

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

RESPONDENT BUSINESS NAME: Patsy's Bus Sales

ADDRESS: 24 Hall St. Concord, NH 03301

PRINT NAME: Anthony J. Neveux

SIGNATURE: Anthony Neveux

TEL. NO. 603-856-3656

EMAIL ADDRESS: tonyneveux@patsyco.com

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



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

Date of Change: July 29, 2026

ADDENDUM # 02 TO BID INVITATION 10-27

DATE AND TIME OF BID CLOSING: 8/7/2026 10:30 AM

FOR: Wheelchair Accessible Bus

Bid Currently Reads:

7. TIMELINE:

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

Bid Solicitation distributed on or by:	7/15/2026
Site visitation Start:	7/16/2026
Last day for questions, clarifications, and/or requested changes to bid:	7/27/2026
Site visitation closed:	7/28/2026
States response to questions, clarifications, and/or requested changes to bid:	7/28/2026
Bid Closing (Eastern Time):	7/29/2026 10:30 AM

Bid Changed to Read:

7. TIMELINE:

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

Bid Solicitation distributed on or by:	7/15/2026
Site visitation Start:	7/16/2026
Last day for questions, clarifications, and/or requested changes to bid:	8/5/2026
Site visitation closed:	8/6/2026
States response to questions, clarifications, and/or requested changes to bid:	8/6/2026
Bid Closing (Eastern Time):	8/7/2026 10:30 AM

PURCHASING AGENT: Lincoln Adams

Email: NH.Purchasing@das.nh.gov

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

RESPONDENT BUSINESS NAME: Patsy's Bus SalesAnthony

ADDRESS: 24 Hall St. Concord, NH 03301

PRINT NAME: Anthony J. Neveux

SIGNATURE: Anthony Neveux

TEL. NO. 603-856-3656

EMAIL ADDRESS: tonyneveux@patsyco.com

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

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

TO: GARY S LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 8/11/2026

Requestor: Susan Glover, CFO	Agency: New Hampshire Veterans Home
Reason for Waiver from Surplus Request (Indicate Trade-In or Transfer to Other State Government Entity): Current bus will be used for trade in towards another van that is able to be used without required CDL endorsement.	
Description/Quantity of Item(s): 2015 Ford E-450 Wheelchair Accessible 16 passenger (including driver) Bus VIN 1FDFE4FS5GDC07137 - Quantity of 1	Estimated Value: \$5,500
For trade-in request, provide the vendor quote for purchase price and showing trade-in value.	
For transfer to other state government entity request, provide documentation of the arrangement between parties.	
For disposal by the agency of end-of-life property, please utilize the P-17 form.	

PERMISSION IS HEREBY APPROVED TO WAIVE REQUIREMENTS OF RSA 21-I:12, (a)(6) AND ADMINISTRATIVE RULES 611 IN THE DISPOSAL OF STATE PROPERTY TO SURPLUS MANAGEMENT FOR THE FOLLOWING REASON(S):

Proceeding to trade of the 2015 bus for purchase a a new bus has been approved by the Fleet Program. NH Surplus approves the estimated value in relation to expected auction sale pricing and conditions of decommissioning by the vendor.

SUBMITTED WITH NH SURPLUS ACCEPTANCE BY:

AMY L FARNUM
FEDERAL & STATE SURPLUS ADMINISTRATOR

APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES



**NEW ENGLAND
KENWORTH**

New England Kenworth Collision Center
62 Basin Street
Concord, NH 03301
P: 603.226.4600 F: 603.226.6161



NH VETERANS HOME
139 WINTER STREET
TILTON, NH 03276

RE: 2016 Ford E450 Bus Estimated Value

To Who It May Concern:

We completed a full check over on the above said bus as requested for trade-in value. Overall condition is average however due to its age and license requirement to operate using a CDL, the value is listed at \$5500.00.

If you have further questions please feel free to contact us at 603-226-4600.

Regards,

Kevin Cotterly
General Manager
Patsy's Auto Body & Alignment

CC: Tony Neveux

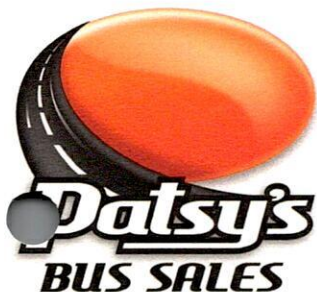
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www.NewEnglandKW.com

					2004	\$2,700	\$2,500		
Model	Length	Width	Seats	Axles	AT	AT Year	ISO	PFC	
					NO	N/A	YES	4	
STARLITE	20- 22	84	15	2					
					Year	Low Retail	Avg. Retail	High Retail	**Opt. Schedule
					2000	*	*	*	MINI
					2001	*	\$2,500	\$2,800	MINI
					2002	*	\$2,700	\$3,000	MINI
					2003	\$2,800	\$3,200	\$3,500	MINI
					2004	\$3,400	\$3,900	\$4,400	MINI
					2005	\$4,100	\$4,600	\$5,100	MINI
					2006	\$4,600	\$5,200	\$5,800	MINI
					2007	\$5,300	\$6,100	\$6,800	MINI
					2008	\$6,800	\$7,800	\$8,600	MINI
					2009	\$8,000	\$9,100	\$10,100	MINI
					2010	\$9,500	\$10,800	\$12,000	MINI
					2011	\$10,600	\$12,000	\$13,300	MINI
					2012	\$12,400	\$14,000	\$15,600	MINI
					2013	\$15,300	\$17,300	\$19,200	MINI
					2014	\$17,200	\$19,500	\$21,800	MINI
					2015	\$19,300	\$21,900	\$24,400	MINI
					2016	\$21,600	\$24,400	\$27,200	MINI
					2017	\$25,900	\$27,400	\$28,800	MINI
					2018	\$27,500	\$29,100	\$30,600	MINI
2019	\$29,200	\$30,900	\$32,500	MINI					
					ISO	PFC			

The 2020 valuation was \$19,300.00, reflecting a \$10,000.00 decrease over the following four years. With 2027 models approaching release, the vendor will be required to remove existing decals, repaint the affected areas, address any additional issues identified by their technicians, and complete all mandatory federal inspections and repairs. As seen in The Official Commercial Bus Blue Book, page 169. DAS Fleet Management considers the vendor's assessment of the trade-in value to be legitimate and well-supported.

Lincoln Adams
 Administrator II
 Fleet Administrator
 Department of Administrative Services
 Division of Procurement and Support Services
 State of New Hampshire
 25 Capitol Street, Concord, NH 03301
 (603)-271-0580
 Email: Lincoln.J.Adams@DAS.NH.Gov
<https://das.nh.gov/purchasing>



Patsy's Bus Sales

PO Box 2700, 31 Hall Street • Concord, NH 03302-2700
P: 603.226.2222 F: 603.226.0606 • www.patsysbussales.com



New Hampshire Veterans

139 Winter st.
Tilton, NH 03276

Thank you for this opportunity to offer this quote.
Please call or e-mail me with any questions or concerns that you may have.

This quote contains pricing and specifications for a
14-passenger handicap bus, 23', Ford E350, 12,500 GVWR. This bus is
manufactured by Endera

Tony Neveux
Patsy's Bus Sales
603-226-2222 ext. 390
603-856-3656 cell
603-226-0606 fax
tonyneveux@patsyco.com



www.NewEnglandKW.com

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www.PatsyCo.com



ENDERA ORDER FORM

Version 12.25

+1 419.523.3593
804 N. Pratt St.
Ottawa, OH 45875

Date: 6/3/2026

Sales: 303-880-2788
jeff@enderacorp.com
Warranty / Parts: 419-523-3593

CUSTOMER INFORMATION

Customer: Patsy's
Address:
City, St. Zip:
Contact:
Phone:
Fax:
P.O. #:

SHIPPING / PAYMENT INFORMATION

Customer Pick Up: ☐ Ship Best Way to Location Below: ☐

Ship To:
Address:
City, St. Zip:
Contact:
Phone:
Payment:

ARE FTA FUNDS USED?	FTA INFO REQUIRED
YES or NO	no

Additional
Shipping
Instructions

Is this for a contract?	YES or NO	Model Number:	Number of units in this order:
	no	Description:	
		Seating Capacity:	12+2
If YES please complete the fields to the right			1

End User Information

Name:
Address:
City, St. Zip:

Applicable FIN / FAN Code:

Pricing and specs subject to change without notice - COD or approved financing only - FOB Ottawa, OH

QTY	CHASSIS PRICE ADDED	Price	Extended
	Ford E-350, 138" WB, 7.3L V-8 Gas Engine, 11,500 GVWR, Door Delete		
	Ford E-350, 138" WB, 7.3L V-8 Gas Engine, 12,500 GVWR, Door Delete		
1	Ford E350, 158" WB, 7.3L V-8 Gas Engine, 12,500 GVWR, Door Delete		
	Ford E450 158" WB, 7.3L V-8 Gas Engine, 14,500 GVWR, Door Delete		
	Chassis Transfer Fee	Transferring Chassis To What Dealer?	
	Limited Slip Rear Differential		
	Advanced Emergency Braking / Collision Avoidance (53A)		
	Less: Applicable Commercial Retail Allowance		
	Less: Commercial Uplift Allowance		
	Less: Mobility Allowance		
	Less: PNI Allowance		
	Total Net Chassis (Plus any special options noted below):		
	SPECIAL ORDER CHASSIS OPTIONS		
	Special Order Option Request		
	Special Order Option Request		
	Special Order Option Request		

Grand Total Net Chassis Price:

\$ -

Chassis must be paid for or transferred 4 weeks before starting production**BASE CONVERSION**

QTY			Price	Extended
		Endera - FORD E350 - 3 STEP ENTRY Raised Floor		
	1	23', E350, 158" WB, 12,500 GVWR		
BODY / CONVERSION OPTIONS				
QTY		Option Description	Price	Extension
PARATRANSIT OPTIONS				
	1	Rear Lift - ADA with Double Wheel Chair Doors, Windows, Shift Interlock & Lights		
BRAUN WHEELCHAIR LIFTS				
	1	Lift 800# NCL-2 34"x54" Front Pump-Braun		
Q-STRAINT W.C. SECUREMENT KITS				
	4	Q-8100-A1T-L - QRT DELUXE Retractable Shoulder / Lap Belt Combo - L Track		
MISCELLANEOUS PARATRANSIT ACCESSORIES				
	4	Q-Straint Belt Storage Pouch		
FLOORING				
	1	Altro Transflor Meta Storm, 2.2 mm Thick		
ELECTRICAL				
	1	Back Up Alarm (112 dB)		
AUDIO / VISUAL				
	1	Rosco Backup Camera with 7" Monitor		
DOORS / WINDOWS				
	1	Rear Door (32"x54") - With 2 Windows and Wind Strap		
	1	Twin Cap Windows		
CHASSIS / EXTERIOR				
	1	Heavy Duty 12" Driver's Step With Integrated Mud Flap		
	1	Front Mud Flaps		
INTERIOR				
	1	Interior Convex Mirror 6" x 9"		
CLIMATE CONTROL				
Spheros DUAL COMPRESSOR SYSTEMS - SKIRT CONDENSER				
	1	AC-Spheros 70K BTU Skirt Cond.		
CABIN HEATERS				
	1	Heater- 70K BTU Upright Mounted		
SAFETY OPTIONS				
	1	5 Lb. ABC Fire Extinguisher w/ Bracket (Shipped Loose)		
GRAB RAIL / STANCHION / PANELS				
	1	Ceiling Grab Rail Curbside (ADA requirement) Stainless		
	1	Ceiling Grab Rail Streetside Stainless		
	1	Drive grab rail		
EXTERIOR GRAPHICS				
	1	eliminate all manufacture decals		
SEATING				
DRIVER'S SEATING				
	1	SHIELD FC Recliner, RH Arm, 4 Position Lumbar, Mesh Pocket		
	1	Adrik Power Seat Base w/ Skirt - (Required w/ USSC G2, Shield & Shield Sport Driver Seats)		
DRIVER SEAT FABRICS				
	1	Driver Seat Cover - OEM	OEM	
PASSENGER SEAT FABRICS				
	14	Seat Cover - Level 1	Oxen Gray	
PASSENGER SEATING				
FREEDMAN FEATHERWEIGHT STANDARD RIGID SEATS				
	6	Featherweight Mid-High Double Seat		
FREEDMAN FLIP AND FOLDAWAY SEATS				
	1	BV Foldaway Seat - Double		

[illegible]

DATE _____



ENDERA COMMERCIAL BUS LIMITED WARRANTY

This limited product warranty for Endera commercial buses (hereinafter referred to as "**Limited Warranty**") is issued by Endera Motors, LCC, which is headquartered at 804 N. Pratt St, Ottawa, OH 45875, for itself and its legal successors or assigns (hereinafter collectively referred to as "**Endera**"), and applies exclusively to Endera commercial buses (as defined in Section 1) sold and used in the United States.

1. Endera Commercial Buses and Components

Endera commercial buses ("**Vehicles**") are defined in this Limited Warranty as the following product types:

ENDERA 23', 24' 25' 26' and 28' bodies built on Ford E-series cutaway chassis and Chevrolet cutaway chassis.

"**Components**" are defined in this Limited Warranty as any product, part, or component, including but not limited to the chassis and air conditioning system, that are part of the Vehicle and manufactured or supplied by a party other than Endera.

2. Limited Warranty Period and Beneficiary

2.1 Limited Warranty Period

The terms of this Limited Warranty take effect on the date that the Customer, as defined herein below, takes delivery of the Vehicle (hereinafter referred to as the "**Warranty Start Date**") and shall remain in effect for the duration of the following periods, as applicable (each such period, a "**Limited Warranty Period**").

1. For the earlier of five (5) years from the Warranty Start Date and 100,000 miles, Endera warrants that the body structure of the Vehicle (including structural metal components welded or mechanically fastened together forming the floor, side walls, roof, front or end caps) will be free from defects in structural integrity ("**Main Body Structure Warranty Period**").
2. For the earlier of five (5) years from the Warranty Start Date and 100,000 miles, Endera warrants that the body structure will be free of rust-through resulting from corrosion ("**Corrosion Warranty Period**").
3. For all Components, the original manufacturer's warranty and warranty process applies.

2.2 Beneficiary

The sole and exclusive beneficiary of this Limited Warranty is the initial end customer who purchases the Vehicle directly or indirectly from Endera or from any one of its authorized manufacturers, dealers or distributors or from any other legitimate source, and is the initial owner of such Vehicle, and any of such Customer's permitted successors or assigns under Section 7 (hereinafter referred to as "**Customer**").

3. Exclusions

This Limited Warranty shall not apply to the following:

1. The Vehicle has been subject to misuse (such as driving over curbs, overloading, racing or used as a permanent stationary power source, or driving through water deep enough to cause water to enter the cabin), abuse, neglect, accidents, collisions or objects striking the Vehicle;
2. Damage to body structure caused by chemicals, corrosive environments, or abrasion;
3. Damage caused by force majeure such as natural disasters, including but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, fire or explosion, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures, landslides, animal damage, hurricanes, or other unusually severe weather events;



4. Damage caused by installation of additional or replacement products, parts, components or attachments, or repairs, modifications or alterations;
5. Surface rust, deterioration and damage of paint, trim, upholstery, and other appearance items that result from use and/or exposure to the elements, such as dents and scratches, or due to exposure to harsh chemical washes or degreasers or chemicals, hard road salts or calcium chloride, damage or corrosion caused by environmental causes such as flooding, airborne fallout, acts of nature or other atmospheric conditions;
6. Parts and labor needed to maintain the Vehicle and the replacement of parts due to normal wear and tear, such as filters, belts, tires, brakes or other parts which are part of normal maintenance replacement; and normal maintenance of parts such as wiper blades, brake pads/liners, wheel alignment, filters and fluids;
7. Direct or indirect damage caused by theft, vandalism or acts beyond the control of Endera, including but not limited to accidents, riots, war, insurrection and civil disturbance;
8. Damage caused by the accident or negligence of Customer or any person other than Endera;
9. Damage caused by Customer's failure to provide normal preventative maintenance as customarily accepted in the industry, or damage caused by the Customer's failure to service the Vehicle or otherwise maintain and operate the Vehicle in accordance with the Endera product technical specifications or operating and maintenance manual;
10. Damage during shipment after delivery to Customer;
11. Vehicles that have had the odometer disconnected, altered, or inoperative with the result that actual mileage cannot be determined, vehicles that have ever been labeled or branded as dismantled, fire, flood, junk, rebuilt, reconstructed, or salvaged, or vehicles that have been determined to be a total loss by an insurance company;
12. Any aftermarket products, parts or components installed after delivery to Customer, or any damage caused due to the failure of such products, parts or components.

4. Warranty Claims

4.1 Time Limit for Warranty Claims

All claims under the Limited Warranty must be submitted in writing to Endera within the earlier thirty (30) calendar days after it became aware of non-conformity with the Limited Warranty, and (ii) the respective expiry date of the Limited Warranty Period. Endera shall have the right to reject warranty claims submitted outside of such period.

4.2 Burden of Proof for Warranty Claims

A warranty claim will only be accepted if Customer provides reasonably sufficient documentary evidence to demonstrate that the root cause of the fault or non-conformity in the Vehicle is a breach of the Limited Warranty.

4.3 Warranty Claim Procedures

Customer shall, as soon as it becomes aware of an instance of non-conformity with the Limited Warranty, immediately (but in any event no later than the earlier of thirty (30) calendar days after it became aware of non-conformity with the Limited Warranty. Customer must provide the following information ("Required Information") when making a claim under this Limited Warranty:

- Make, model and year of vehicle
- VIN number or Endera unit number of vehicle
- Current mileage
- Date of failure
- Acceptance date of vehicle

Upon receiving the Required Information, Endera will review the claim and issue an authorization number if it believes the claim is potentially covered under this Limited Warranty. No repairs or repair reimbursements will be funded without a valid Endera



authorization number. Warranty claims should be commenced through the Vehicle dealer, or by email to warranty@enderacorp.com for direct purchases.

5. Remedy for Warranty Claim

5.1 Remedy under the Limited Warranty

Should Endera confirm that the Vehicle is not in conformity with the Limited Warranty, it shall, at its sole discretion, within a reasonable time period, notify the Customer that Endera will either: a) repair the Vehicle at no charge, or; b) reimburse Customer the reasonably and properly incurred costs of having a third party conduct the repairs. Endera may take possession of the Vehicle or Vehicle Component, conduct such repair at the location where it is held by Customer or request Customer to deliver the Vehicle or Vehicle Component to Endera or to a third party workshop approved by Endera. If Customer delivers the Vehicle or Vehicle Component to Endera or a workshop approved by Endera, the cost of such delivery and return delivery shall be at Customer's expense. All warranty work performed by a third party is subject to Endera's prior approval, and examination upon completion.

5.2 Exclusive Remedy

The remedy under the Limited Warranty as set forth above is the sole and exclusive responsibility and obligation of Endera to Customer under this Limited Warranty, and is also the sole and exclusive remedy of Customer for the Vehicle under this Limited Warranty.

Performance of Endera's warranty obligation under this Limited Warranty shall not extend the Limited Warranty Period. The remainder of the original warranty period shall still apply to the repaired or replaced Vehicle. If the production of a component necessary to repair the Vehicle has been discontinued, withdrawn from the market, or is otherwise unavailable, Endera shall have the right to replace with a similar or superior type, the performance of which should not be lower than the original type.

6. Limitation of Liability

6.1 Notwithstanding anything to the contrary herein, the warranties set forth in this Limited Warranty are in lieu of all other warranties, whether express, implied, or statutory, including but not limited to any implied warranties of merchantability, fitness for a particular purpose or non-infringement. However, if Customer is identified as a "consumer" and the Vehicle as a "consumer product" in accordance with the laws governing the protection of consumer rights in the country where the vehicle was originally delivered by Endera to the original Customer, to the extent required by applicable law, any implied warranties of merchantability, fitness for a particular purpose or non-infringement are limited to the Limited Warranty Period set forth above, or such shorter period set forth in applicable law. This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights that vary by state, province or jurisdiction, and such other rights shall remain unaffected.

6.2 Unless otherwise provided by applicable mandatory law, Endera shall not be liable for any of the following losses: a) personal injury or property damage; b) any other loss or injury whatsoever arising out of or in connection with the Vehicle (including but not limited to any defects in the Vehicle or arising from the use or installation thereof); and c) any incidental, consequential or special damages resulting from any cause. Endera's liability for fraudulent or willful intent, gross negligence or personal injury, in each case, under applicable mandatory liability law shall remain unaffected. Notwithstanding any other provision of this Limited Warranty and including if Endera is liable to compensate Customer hereunder, the total compensation paid or payable by Endera, and the total liability of Endera hereunder, shall not exceed the amount actually received by Endera as indicated in the original sales agreement for the Claim Vehicle. The limitations of liability under this Limited Warranty will not apply to the extent restricted or prohibited by applicable mandatory law.

6.3 Customer acknowledges that the foregoing limitations on liability are an essential element of the relevant sale contract



between the parties and that in the absence of such limitations the purchase price of the relevant Vehicle would be substantially higher.

6.4 Endera has used bolding and underlining to draw Customer's attention to clauses which exclude or limit its liability under this Limited Warranty, and has explained the relevant clauses as required by Customer. There is no disagreement between the parties over the understanding of any clause of this Limited Warranty.

7. Assignment of Warranty

Upon written notice to Endera, Customer may assign this Limited Warranty to an affiliate of Customer or a new owner of the Vehicle, provided that: (i) there is no outstanding payment due under the sale contract and (ii) the assignee agrees to be bound by these Limited Warranty terms. If requested by Endera, Customer shall provide reasonable evidence of such succession or transfer of ownership. This Limited Warranty may not otherwise be assigned or transferred, and any attempt to assign or transfer in violation of this Section 7 shall be null and void.

8. Miscellaneous

8.1 Severability

If any portion or provision of this Limited Warranty is held to be invalid, illegal or unenforceable under applicable law, or the application of such portion or provision to certain persons or in certain circumstances is held to be invalid, illegal or unenforceable, then the portion or provision shall be deemed to be changed and interpreted to accomplish the objectives of such portion or provision to the greatest extent possible under applicable law and the remaining portions or provisions of this Limited Warranty or the applicability of this Limited Warranty will remain unaffected, independent, and valid.

8.2 Force Majeure

Endera shall not be responsible or liable in any way to Customer for any non-performance or delay in Endera's performance of its obligations under this Limited Warranty due to occurrences of any force majeure event, which is an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of Endera. Such events or circumstances may include, but are not limited to: actions or inactions of any governmental authority or any civil, tribal, or military authority, acts of God, war, riot or insurrection, terrorism, blockades, embargoes, sabotage (including arson and vandalism), epidemics, pandemics, natural disasters, including but not limited to lightning, hail, frost, snow, storms, tidal waves, floods, fire or explosion, extreme temperatures, earthquakes, typhoons, tornadoes, volcanic eruptions, meteorites, ground motions, earth fissures, landslides, animal damage, hurricanes, or other unusually severe weather events, strikes, lockouts or other labor disputes, unavailability of suitable or sufficient labor, material, or capacity or technical or yield failures and any other unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood by Endera at the time of the sale of the Vehicle or the notification by Customer of the relevant warranty claim. Notwithstanding that the COVID-19 pandemic initiated prior to delivery of the Vehicle, its effect on global supply chains, manufacturing and the economy are ongoing. In light of this, the COVID-19 pandemic and its effects may cause delays and constitute a force majeure event.

8.3 Governing Law and Dispute Resolution

Any dispute related to or arising out of this Limited Warranty, including without limitation any question regarding its existence, validity, breach, or termination, shall be referred to and finally resolved pursuant to the governing law clauses and dispute resolution procedures under the terms of sale between the original purchaser and Endera.

REC'D DAS BOPP
25 AUG 4 AM 8:43:56



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES**

**REQUEST FOR BID
FOR
WHEELCHAIR ACCESSIBLE BUS**

10-27

DUE DATE: 7/29/2026 10:30 AM (EASTERN TIME)

Table of Contents

1. PURPOSE:	3
2. INSTRUCTIONS TO VENDOR:	3
3. BID SUBMITTAL:.....	3
4. BID INQUIRIES:.....	3
5. BID DUE DATE:.....	3
6. ADDENDA:	3
7. TIMELINE:.....	3
8. GOVERNING TERMS AND CONDITIONS:	4
9. NON-EXCLUSIVE CONTRACT:	4
10. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:	4
11. VENDOR CERTIFICATIONS:.....	5
12. VENDOR RESPONSIBILITY:.....	5
13. WARRANTY REQUIREMENTS:.....	5
14. BID PRICES:	6
15. AUDITS AND ACCOUNTING:.....	6
16. terms of PAYMENT:	6
17. INVOICING:.....	6
18. AWARD:.....	6
19. BID RESULTS:	7
20. TERMINATION:.....	7
21. F.O.B.:	7
22. RETURNED GOODS:.....	7
23. SPECIFICATION COMPLIANCE:	7
24. SPECIFICATIONS:.....	8
25. SITE VISITATION TO VIEW TRADE IN:.....	8
26. OFFER:	9
27. DELIVERY TIME:.....	9
28. ATTACHMENTS:	9
29. VENDOR CONTACT INFORMATION:	9
30. Note: To be considered, BID TRANSMITTAL LETTER shall be signed in the space provided.	9
31. The Bid Opening is open to the public online at the following:.....	9
STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER	11
GENERAL TERMS AND CONDITIONS	12
CONTRACT TERMS AND CONDITIONS	13

1. **PURPOSE:**

- 1.1. The purpose of this bid invitation is to establish a contract in the form of a purchase order, for supplying the State of New Hampshire with the item(s) indicated in the "Offer" section of this bid invitation, in accordance with the requirements of this bid invitation and any resulting order. This shall be a one-time order with delivery required to the location indicated in the F.O.B. section of this bid invitation.

2. **INSTRUCTIONS TO VENDOR:**

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

3. **BID SUBMITTAL:**

- 3.1. All bids shall be submitted on this form, or an exact copy shall be typed or clearly printed in ink and shall be received on or before the date and time specified in paragraph 7 of this bid under "Bid closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.
- 3.2. IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

4. **BID INQUIRIES:**

- 4.1. Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in paragraph 7. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.
- 4.2. **Questions shall be submitted by email to Lincoln Adams at Lincoln.J.Adams@DAS.NH.Gov.**
- 4.3. Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

5. **BID DUE DATE:**

- 5.1. All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.
- 5.2. All bid submissions shall be treated as firm offers to remain valid for acceptance for a period of one hundred eighty (180) days from the bid due date. The transmittal of a vendor's response or bid submission to any State agency or office other than the Department of Administrative Services (DAS), Bureau of Purchase and Property may be grounds for disqualification.

6. **ADDENDA:**

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

7. **TIMELINE:**

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

Bid Solicitation distributed on or by:	7/15/2026
Site visitation Start:	7/16/2026
Last day for questions, clarifications, and/or requested changes to bid:	7/27/2026
Site visitation closed:	7/28/2026
States response to questions, clarifications, and/or requested changes to bid:	7/28/2026
Bid Closing (Eastern Time):	7/29/2026 10:30 AM

8. GOVERNING TERMS AND CONDITIONS:

- 8.1. A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.
- 8.2. A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.
- 8.3. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.
- 8.4. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

9. NON-EXCLUSIVE CONTRACT:

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

10. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

- 10.1. Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.
- 10.2. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:
- 10.3. **If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are stamped or otherwise marked with the notation "confidential."** Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.
- 10.4. Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.
- 10.5. If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 10.6. By submitting a proposal, Bidders acknowledge and agree that:

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

11. VENDOR CERTIFICATIONS:

- 11.1. All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.
- 11.2. STATE OF NEW HAMPSHIRE VENDOR APPLICATION: Prior to bid award, Vendors shall have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://das.nh.gov/purchasing/vendorresources.aspx>.

12. VENDOR RESPONSIBILITY:

- 12.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract. It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.
- 12.2. All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <https://das.nh.gov/purchasing/vendorresources.aspx>.
- 12.3. The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.
- 12.4. It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.
- 12.5. In preparation of your bid response, you shall:
 - 12.5.1. Complete the pricing information in the "Offer" section; and
 - 12.5.2. You may include quote separately, but the **OFFER SECTION MUST** be completed for compliant acceptance.
 - 12.5.3. Complete all other required information on your offer (if applicable); and
 - 12.5.4. Complete the "Vendor Contact Information" section; and
 - 12.5.5. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

13. WARRANTY REQUIREMENTS:

- 13.1. Successful Vendor shall be required to warranty all of the equipment/item awarded to Vendor for a period of not less than one (1) year or the manufacturer's standard period of time, whichever is greater, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

14. BID PRICES:

- 14.1. Bid prices shall remain firm for the entire contract period and shall be in US dollars and **shall include delivery and all other costs** required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) **may not be added on at any time**. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
- 14.2. Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".
- 14.3. Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

15. AUDITS AND ACCOUNTING:

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

16. TERMS OF PAYMENT:

- 16.1. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.
- 16.2. Payments shall be made via ACH unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>.

17. INVOICING:

- 17.1. Itemized invoices shall be submitted to accounts.payable@nhvh.nh.gov after delivery of the products and include the following at a minimum:
 - 17.1.1. State of NH purchase order (PO) number
 - 17.1.2. State of NH ordering agency information
 - 17.1.2.1. Name and contact information of ordering individual
 - 17.1.2.2. Name of ordering state agency / department
 - 17.1.2.3. Address of ordering state agency / department
 - 17.1.2.4. Name and contact information of ordering state agency accounts payable office
 - 17.1.3. Date of purchase
 - 17.1.4. Date of delivery
 - 17.1.5. Vendor order number
 - 17.1.6. Vendor account representative name and contact information
 - 17.1.7. Product description, quantity ordered, quantity delivered, unit price, total price for payment
- 17.2. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

18. AWARD:

- 18.1. The trade-in value will be used to calculate the net cost of the new bus, and the **lowest total net cost (new bus price minus trade-in value)** will be the primary factor in awarding the contract. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. The award shall be, in the form of a State of New Hampshire Contract in the form of a purchase order.
- 18.2. All bidders must include a detailed trade-in value for the bidder's current bus in their bid submission. This value must be based on a reputable, publicly available market appraisal and must be provided in writing as part of the bid package.
- 18.3. Bidders who fail to provide a trade-in value, or who provide a value that is not supported by a credible appraisal, will have their bid rejected as non-responsive.
- 18.4. Successful Vendor shall not be allowed to require any other type of purchase order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

19. BID RESULTS:

- 19.1. Bid results may be viewed when available, once the award has been made, on our web site only at:
<https://apps.das.nh.gov/bidscontracts/bids.aspx>.
- 19.2. For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public to the above website. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

20. TERMINATION:

- 20.1. The State of New Hampshire shall have the right to terminate the purchase contract at any time by giving the successful Vendor a thirty (30) day written notice.

21. F.O.B.:

- 21.1. The F.O.B. shall be destination to the following delivery point (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this bid or subsequent purchase orders without additional charge:

**New Hampshire Veterans Home
Maintenance Shop
139 Winter St.
Tilton NH 03276**

Please contact Shannon Perkins 48 hours prior to delivery.

Shannon Perkins 603-527-4400 Shannon.J.Perkins@nhvh.nh.gov

FOR INQUIRIES PERTAINING TO THIS BID PLEASE SEE PARAGRAPH 4

- 21.2. Requisition No.: 259514

22. RETURNED GOODS:

- 22.1. The successful Vendor shall resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the successful Vendor within ten business days of notification with no restocking or freight charges and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.
- 22.2. The signature of state personnel on shipping documents shall signify the receipt but not the acceptance of the shipment signed for.

23. SPECIFICATION COMPLIANCE:

- 23.1. Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.
- 23.2. Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor **shall be new** (and of the current model year, if applicable); **shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.**
- 23.3. The manufacturer(s) and/or model(s) indicated in this bid are **equivalent to the type and quality required. You may bid different make(s) and model(s);** however, your offer shall **match or exceed** the one(s) indicated and you shall demonstrate to the satisfaction of the purchasing Agency that they meet or exceed the minimum standards. Items that do not meet the minimum standards shall not be accepted. **Product literature and specifications MUST be enclosed with your bid submission.**

24. SPECIFICATIONS:

24.1. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

24.2. SPECIFICATIONS:

24.2.1. Starcraft Allstar 22 foot, wheelchair accessible bus **(OR EQUIVALENT)**

24.2.2. The bus should must fit no more than 14 persons plus 1 driver (15 Persons total)

24.2.3. Vehicle must not require a CDL to drive

24.2.4. Ideally it should have minimum 4 spots for wheelchairs, more than 4 is acceptable

24.2.5. **Height MUST not exceed 9 feet 5 inches**

24.2.6. Wheelchair lift must be located on the right side of the vehicle (curb side)

24.2.7. Vehicle must be ADA compliant

24.2.8. Must be gas (No diesel will be accepted)

24.2.9. Exterior Color must be white

24.2.10. Vehicle must come with two(2) FOBS

24.2.11. No dealer logos/decals

24.2.12. Vehicle should come with the following:

24.2.12.1. Fire extinguisher

24.2.12.2. Seat belts

24.2.12.3. All appropriate restraints devices/materials to accommodate securing wheelchairs during transport

24.2.12.4. Belt/restraints storage pouch

24.2.12.5. A/C & Heat

24.2.12.6. Radio

24.2.12.7. Back up alarm

24.2.12.8. Back up camera

24.2.12.9. Seat belts

24.2.12.10. Interior and exterior lighting

24.2.12.11. Ceiling grab rail on both sides

24.2.12.12. Dual entry grab rails (both sides)

24.2.12.13. Left hand entry vertical grab rail for driver

24.2.12.14. Rear door with upper and lower windows

24.2.12.15. Rear windows to each side of rear door

24.2.12.16. Adjustable driver seat

24.2.12.17. Exterior driver step or running board

24.2.12.18. Passenger view interior mirror

24.2.12.19. Rear view mirror and exterior mirrors

24.2.12.20. Passenger seating material must be vinyl or similar (for ease of cleaning)

24.2.13. Successful vendor must remove existing trade in bus prior to delivery of new bus.

24.3. Vendors shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."

24.4. TRADE-IN:

24.5. The vehicle to be traded in is a 2016 Ford Cutaway with a current odometer reading of 43,933. See Attachment 1 for Photos.

25. SITE VISITATION TO VIEW TRADE IN:

25.1. Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the bus that is intended to be traded in. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete bid. Coordinate the time to view the bus to be traded with:

Shannon Perkins 603-527-4400 Shannon.J.Perkins@nhvh.nh.gov

New Hampshire Veterans Home - Maintenance Shop - 139 Winter St. Tilton NH 03276

SITE VISITS WILL NOT BE A QUESTION AND ANSWER PERIOD.
ANY QUESTIONS PERTAINING TO THIS BID, PLEASE REFERENCE PARAGRAPH 4.

26. OFFER:

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

26.2.

QTY	UNIT	DESCRIPTION	UNIT COST
1	EA	New Vehicle	\$ 116,421.00
1	EA	Trade in Value	\$ 5,500.00
Total Net			\$ 116,921
VENDORS MUST SUBMIT PRODUCT LITERATURE AND SPECIFICATIONS WITH THEIR BID SUBMISSION			

26.3. Please provide the MFG/MAKE/MODEL: FORD E350

27. DELIVERY TIME:

27.1. Successful Vendor agrees to complete delivery of items **within 90 days** after receipt of Purchase Order or sooner to location noted on paragraph 21 FOB. Prices offered shall include all products and delivery costs.

27.2. Successful Vendor agrees to remove existing bus to be traded prior to delivery of the new bus.

28. ATTACHMENTS:

28.1. ATTACHMENT 1: Photos

29. VENDOR CONTACT INFORMATION:

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

ANTHONY NEVEUX

Contact Person

603-856-3656

Local Telephone Number

Toll Free Telephone Number

TONYNEVEUX@PATSYCO.COM

E-mail Address

PATSY'S BUS SALES

Company Website

EMPERA

Vendor Company Name

804 N. PRATT ST.
OTTAWA, OH 45870

Vendor Address

Vendor Number (provided by State of NH)

DUNS and/or SAM.GOV Number

30. NOTE: TO BE CONSIDERED, BID TRANSMITTAL LETTER SHALL BE SIGNED IN THE SPACE PROVIDED.

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

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/268340727931434?p=0qPeBhxLt8mznSf3pZ>

Meeting ID: 268 340 727 931 434

Passcode: Qr2uX3Eo

[Need help?](#) | [System reference](#)

Dial in by phone

+1 603-931-4944, 626619320# United States, Concord

[Find a local number](#)

Phone conference ID: 626 619 320#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 114 033 996 9

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Bidder Initials: AN
Date: 8/3/26



STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

State of New Hampshire
Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street, Room 102, State House Annex
Concord, NH 03301-6398

Date: 7/15/2026
Bid No.: 10-27
Date of Bid Closing: 7/29/2026
Time of Bid Closing: 10:30 AM (ET)

PLEASE EMAIL ANY QUESTIONS REGARDING THIS BID TO LINCOLN ADAMS AT LINCOLN.J.ADAMS@DAS.NH.GOV.
EMAIL YOUR BID TO: NH.PURCHASING@DAS.NH.GOV.

BID INVITATION FOR WHEELCHAIR ACCESSIBEL BUS

[Insert name of signor] ANTHONY NEVEUX, on behalf of PATSY'S BUS SALES [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID 10-27 at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

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

Authorized Signor's Signature

Authorized Signor's Title

SALESMANAGER

GENERAL TERMS AND CONDITIONS

NATURE OF, AND ELIGIBILITY TO RESPOND. This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

SAMPLES AND DEMONSTRATIONS. When samples are required they must be submitted free of costs and will not be returned. Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

BIDS. Bids must be received at the Bureau of Purchase and Property before the date and time specified for the closing. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

SPECIFICATIONS. Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) business days prior to the bid closing. Vendors shall be notified in writing if any changes to the specifications are made.

AWARD. The award will be made to the responsible Vendor submitting a conforming bid meeting specifications at the lowest cost unless other criteria are noted in the bid. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

PATENT INFRINGEMENT. Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of closing, the grounds for his belief and a detailed description of the patent.

ASSIGNMENT PROVISION. The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

FEDERAL FUNDS. This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

STATE'S OPTIONS: The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

PUBLIC INFORMATION: The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

PERSONAL LIABILITY: The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

PROOF OF COMPLIANCE. The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing certified test results or certificate of compliance shall be the responsibility of the responding vendor.

FORM OF CONTRACT. The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. TERM. The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs. If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

6. INVOICING. All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior



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

Date of Change: July 21, 2026

ADDENDUM # 01 TO BID INVITATION 10-27

DATE AND TIME OF BID CLOSING: 7/27/2026 10:30 AM

FOR: Wheelchair Accessible Bus

Question 1:

We are asking for Approved Equal on Bid 10-27.

The bid states that the Height must not exceed 9 feet 5 inches.

We are asking for an approved equals of on our standard floor of 10 feet.

State Response:

Vendors may submit alternative makes and models; however, the State will not approve any vehicle that exceeds the maximum height requirement of 9 feet 5 inches. This limitation is necessary because the loading and unloading areas have fixed roof clearances. Buses taller than 9 feet 5 inches cannot safely enter these areas where resident pickup and drop-off occur.

PURCHASING AGENT: Lincoln Adams

Email: NH.Purchasing@das.nh.gov

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

RESPONDENT BUSINESS NAME: Patsy's Bus Sales

ADDRESS: 24 Hall St. Concord, NH 03301

PRINT NAME: Anthony J. Neveux SIGNATURE: *Anthony Neveux*

TEL. NO. 603-856-3656 EMAIL ADDRESS: tonyneveux@patsyco.com

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



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

Date of Change: July 29, 2026

ADDENDUM # 02 TO BID INVITATION 10-27

DATE AND TIME OF BID CLOSING: 8/7/2026 10:30 AM

FOR: Wheelchair Accessible Bus

Bid Currently Reads:

7. TIMELINE:

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

Bid Solicitation distributed on or by:	7/15/2026
Site visitation Start:	7/16/2026
Last day for questions, clarifications, and/or requested changes to bid:	7/27/2026
Site visitation closed:	7/28/2026
States response to questions, clarifications, and/or requested changes to bid:	7/28/2026
Bid Closing (Eastern Time):	7/29/2026 10:30 AM

Bid Changed to Read:

7. TIMELINE:

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

Bid Solicitation distributed on or by:	7/15/2026
Site visitation Start:	7/16/2026
Last day for questions, clarifications, and/or requested changes to bid:	8/5/2026
Site visitation closed:	8/6/2026
States response to questions, clarifications, and/or requested changes to bid:	8/6/2026
Bid Closing (Eastern Time):	8/7/2026 10:30 AM

PURCHASING AGENT: Lincoln Adams

Email: NH.Purchasing@das.nh.gov

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

RESPONDENT BUSINESS NAME: Patsy's Bus SalesAnthony

ADDRESS: 24 Hall St. Concord, NH 03301

PRINT NAME: Anthony J. Neveux

SIGNATURE: *Anthony Neveux*

TEL. NO. 603-856-3656

EMAIL ADDRESS: tonyneveux@patsyco.com

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

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty(30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

8.2.4. treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof regarding any further or other default on the part of the Vendor.

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

12. INDEMNIFICATION. The Vendor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the state, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

12.1. PATENT PROTECTION. The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

14. 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 below.

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

18. 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 relating hereto.