

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
PLANNING AND DEVELOPMENT SECTION

***GOLF CART 2 YEAR SEASONAL RENTAL
FOR NEW HAMPSHIRE STATE PARKS***

SPECIFICATIONS

PROJECT # OPS-2302



February 16, 2023

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
PLANNING AND DEVELOPMENT
172 Pembroke Road
Concord, N.H. 03301
TEL. 603-271-2606 FAX 603-271-2629**

**SPECIFICATIONS
OPS-2302**

**GOLF CART 2 YEAR SEASONAL RENTAL
FOR NEW HAMPSHIRE STATE PARKS**

CONTENTS

Notice to Bidders	N.B. 1
Bid Proposal Form	B.P. 1-5
Sample Contract Form	S.C. 1-4
Sample Certificate of Vote (Corporation with Seal)	C 1- & C2
Sample Certificate of Authority/Vote (Limited Partnership)	C 3
Sample Certificate of Authority/Vote (Limited Partnership or LLC with Manager)	C 4
Sample Certificate of Authority (General Partnership)	C 5
Sample Certificate of Authority (Sole Proprietor)	C 6
Vendor Application	V.A. 1
Alternate W-9 Form	W-9
Vehicle Specifications	Sp. 1-6

**STATE OF NEW HAMPSHIRE
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172 Pembroke Road
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TEL. 603-271-2606 FAX 603-271-2629

NOTICE TO BIDDERS

Project: OPS-2302 Golf Cart 2 Year Seasonal Rental for New Hampshire State Parks

The Delivery date for all vehicles will be no later than 2:00 PM on June 1, 2023.

Proposals for the above project will be accepted until 2:00 P.M., prevailing time, on Thursday February 23, 2023. Proposals should be mailed, to: Attn: Edward Mussey Public Works Project Manager I. Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, NH. 03301. **Proposals may be e-mailed to: EDWARD.V.MUSSEY@DNCR.NH.GOV** E-mailed Proposals must be received by 1:45 PM on Thursday February 23, 2023.

Specifications will be available to interested contractors at the Planning and Development Office on February 16, 2023. They may also be viewed at the following locations:

- 1.) Construction Summary of New Hampshire Inc. 734 Chestnut Street, Manchester, NH 03104 Tel. (603) 627-8856.
- 2.) Infinite Imaging 933 Islington Street, Portsmouth, NH 03801 Tel. 1-800-581-2712
- 3.) McGraw-Hill Construction Plan Room 34 Crosby Drive Suite 201 Bedford, MA, 03170 Tel. (781) 430-2006
- 4.) Signature Press & Blueprinting, 45 Londonderry Turnpike, Hooksett, NH 03106 Tel. (603) 624-4025
- 5.) Works in Progress, 20 Farrell Street, Suite 103, South Burlington, VT 05403 Tel. 1-800-669-7048
- 6.) New Hampshire Department of Administrative Services Bureau of Purchase and Property Website <https://das.nh.gov/purchasing/vendor.asp>
- 7.) New Hampshire State Parks Website <http://www.nhstateparks.org/news-and-events/projects/rfps-and-projects.aspx>.

All companies, corporations, and tradenames bidding must be registered and have a certificate of existence from the Secretary of State, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire.

Bid Proposals must be made out on the forms provided in the specifications packet and submitted in a sealed envelope marked: "Bid Proposal": Golf Cart Rental. Attn: Edward Mussey.or E-mailed to EDWARD.V.MUSSEY@DNCR.NH.GOV

Edward V Mussey
Public Works Project Manager I

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
PLANNING AND DEVELOPMENT**

172 Pembroke Road
Concord, N.H. 03301
TEL. 603-271-2606 FAX 603-271-2629

BID PROPOSAL FORM

PROJECT: OPS-2302 GOLF CART 2 YEAR SEASONAL RENTAL

PROPOSAL DEADLINE: February 23, 2023 at 2:00 p.m.

DELIVERY DATE: June 1, 2023

Proposals for the above project will be accepted until 2:00 p.m., prevailing time, on February 23, 2023. Bids should be mailed, to: Attn: Edward Mussey Public Works Project Manager Department of Natural and Cultural Resources, 172 Pembroke Road, Concord, N.H. 03301. Bids may be e-mailed to EDWARD.V.MUSSEY@DNCR.NH.GOV. E-mailed bids must be received by 1:45 pm on February 23, 2023. If e-mailing your bid, please request a read receipt to confirm delivery and that the bid has been received.

DATE: _____

PROPOSAL OF: _____
(Bidders Name)

(Bidders Address)

GRAND TOTAL / LUMP SUM BASE BID: _____
(Enter the Total from Bid Proposal Page 5)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
DIVISION OF PARKS AND RECREATION
PLANNING AND DEVELOPMENT

PROPOSAL

Proposal of...

(Bidders name)

(Bidders address)

To furnish and deliver all materials except as noted and to perform all work in accordance with the Contract of the State of New Hampshire, Department of Natural and Cultural Resources for the rental of...

OPS-2302 Golf cart 2 year seasonal rental at various State Park locations throughout the State of New Hampshire

Commissioner
Department of Natural and Cultural Resources
172 Pembroke Road,
Concord, N.H. 03301

Commissioner:

In accordance with the advertisement of the Department of Natural and Cultural Resources inviting proposals for the project herein before named and in conformity with the Specifications on file in the office of the Department of Natural and Cultural Resources, _____ (firm name) hereby certifies that _____ is/are the only person, or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm, or corporation; that an examination has been made of the Plans, of the Standard Specifications, and Special Attentions, Supplemental Specifications, and Special Provisions, all of which are attached hereto, and I, or we, propose to furnish all necessary equipment, specified in the manner and at the time prescribed; and understand that the quantities of equipment as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of equipment are to be delivered at the quoted prices.

To execute the form of contract and begin work within 15 (fifteen) days after the notice to proceed has been received or otherwise delivered to the contractor and to prosecute said work until its completion.

Bid Proposal Page 2

SIGNATURE PAGE

Company Name _____

Address _____

Phone _____

Fax _____

E-mail Address _____

Signature of Authorized Bidder _____

Print _____

Title _____

Address of Bidder _____

(if different than company)

Names and Addresses of Members of the Firm/Corporation

Name _____ address _____

Name _____ address _____

Name _____ address _____

SCHEDULE OF VALUES GOLF CARTS

INDICATE WHOLE DOLLAR AMOUNT OF CONTRACT SUM ALLOCATED TO EACH ITEM BELOW:

State Park Name	Location	Number of Gasoline Powered Vehicles	Price 2023 Rental Season	Price 2024 Rental Season
Deer Mtn. State Park	5309 North Main Street Pittsburgh, NH	1		
Dry River Campground	1464 US Route 302, Twin Mountain, NH	1		
Echo Lake State Park	68 Echo Lake Rd North Conway, NH	1		
Ellacoya State Park	280 Scenic Rd, Gilford, NH	1		
Greenfield State Park	52 Campground Rd, Greenfield, NH	1		
Hampton Beach State Park	8 State Park Rd, Hampton, NH	2		
Kingston State Park	124 Main Street Kingston, NH	1		
Lafayette Campground	14 Lafayette Campground Rd, Franconia, NH	1		
Lake Francis State Park	439 River Road Pittsburg, NH	1		
Milan Hill State Park	Rt. 16 Milan, NH	1		
Mollidgewock State Park	Rt. 16 Erroll, NH	1		
Monadnock/Gilson Pond Campground	585 Dublin Rd. Jaffrey, NH	1		
Moose Brook State Park	30 Jimtown Road, Gorham, NH	1		
Umbagog State Park	235 East Rte 26, Cambridge, NH	1		
Wadleigh State Park	78 Wadleigh State Park, Sutton, NH	1		
Wellington	650 West Shore Road Alexandria, NH	1		
	ALLOWANCES		15,000	15,000
	SUB TOTALS	17		
TOTAL LUMP SUM BID				

ALLOWANCE #1: Unanticipated Modification and/or Additions to Contract Items:

Include in the Contract, a stipulated sum/price of **\$30,000** for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes.

- a. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- b. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Project Manager. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- c. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.
- d. Notwithstanding the Contractors objection, the Project Manager may at any time reduce the funds remaining in the Allowance by Alteration Order.
- e. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.

Total Lump Sum of Contract (Including Allowances).....

NOTE: Both Pages of the Schedule of values must be completely filled out in order for the bid proposal to be considered responsive.

INSURANCE REQUIREMENTS

No operations under this contract shall commence unless and until certification of insurance attesting to the below listed requirements have been filed with the Commissioner.

Insurance requirements by paragraphs 1-4 below shall be the responsibility of the Prime Contractor. The Prime Contractor, at his discretion, may make similar requests of any subcontractor.

Following is the summary of minimum insurance requirements:

1. Comprehensive General Liability Insurance covering all rental equipment including owned, hired, borrowed, and non-owned vehicles.
 - a. Limits of Liability
 - 1.) \$350,000 Each Occurrence
 - 2.) 2,000,000 Aggregate
2. General Insurance Conditions
 - a. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days or ten (10) in cases of non-payment of premium after written notice thereof has been received by the State.
4. Indemnification:
 - a. The Contractor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts of omissions of the Contractor or subcontractors in the performance of work covered by the Contract. This covenant shall survive the termination of the Contract. 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 by the State.

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Natural and Cultural Resources Division of Parks and Recreation		1.2 State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Edward Mussey Public Works Project Manager I		1.10 State Agency Telephone Number (603) 271-3973	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, _____, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
_____. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)
a meeting of the Board of Directors/shareholders, duly called and held on _____, 20____,
at which a quorum of the Directors/shareholders were present and voting.

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

duly authorized to enter into contracts or agreements on behalf of

_____ with the State of New Hampshire and any of
(Name of Corporation)

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

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

DATED: _____

ATTEST: _____
(Name & Title)

Corporate Bylaws

I, _____, hereby certify that I am duly elected Clerk/Secretary/Officer
of _____. I hereby certify the following is a true copy of the current
Bylaws or Articles of Incorporation of Corporation and that the Bylaws or Articles of
Incorporation authorize the following officers or positions to bind the Corporation for contractual
obligations _____.

I further certify that the following individuals currently hold the office or positions
authorized: _____.

I hereby certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence the person listed above currently occupies the position indicated and they
have full authority to bind the corporation. This authority **shall remain valid for thirty (30)**
days from the date of this certificate.

DATED: _____

ATTEST: _____
(Name & Title)

Limited Partnership or LLC Certificate of Authority

I, _____, hereby certify that I am a Partner, Member or Manager
(Name)
of _____ a limited liability partnership under RSA 304-B, a limited
(Name of Partnership or LLC)
liability professional partnership under RSA 304-D, or a limited liability company under
RSA 304-C.

I certify that _____ is authorized to bind the partnership or LLC. I
(P-37 Signatory)*
further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the partnership or LLC and that this authorization
shall remain valid for thirty (30) days from the date of this Corporate Resolution

DATE: _____ ATTEST: _____
(Name)

(Title)

*** Note:** The signatory to this Certificate of Authority and the signatory to the P-37 may not be the same individual.

Partnership Certification of Authority

I, _____, hereby certify that I am the General Partner
(Name)
of _____ a general partnership under RSA 304-A.
(Name of Partnership)

I certify I am authorized to bind the partnership.

I hereby certify that it is understood that the State of New Hampshire will rely on this certificate as evidence the person listed above currently occupies the position indicated and they have full authority to bind the partnership and the authority has not expired or been revoked. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: _____

ATTEST: _____
(Name & Title)

Sole Proprietor Certification of Authority

I, _____, hereby certify that I am the Sole Proprietor
(Name)
of _____ which is a tradename registered with the Secretary of State
(Name of Business)
under RSA 349. I certify that I am the sole owner of my business and tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence the person listed above currently occupies the position indicated and they have full authority to bind the business. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution.

DATED: _____

ATTEST: _____
(Name & Title)

Corporate Resolution

I, _____ hereby certify that I am duly elected Clerk/Secretary/Officer
of _____
(Name) (Name of Corporation). I hereby certify the following is a true of a vote taken at a
meeting of the Board of Directors/shareholders duly called and held on _____, 20____,
at which a quorum of the directors/shareholders were present and voting.

Voted: That _____ is duly
(Name and Title of P-37 Signatory)
authorized to enter into contracts on behalf of _____ a limited
(Name of Corporation)
partnership with the State of New Hampshire, Department of Natural and Cultural
Resources

and further is authorized to execute any documents which may in his/her judgement to be
desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and affect as the _____, 20____. I further certify that it is understood the State of
New Hampshire will rely on this certificate as evidence the person listed above currently
occupies the position indicated and that they have full authority to bind the corporation and the
corporation as the general partner has full authority to bind the limited partnership to the specific
contract indicated. This authority **shall remain valid for thirty (30) days** from the date of this
Corporate Resolution.

DATED: _____

ATTEST: _____
(Name & Title, not the P-37 Signatory)



State of New Hampshire
VENDOR APPLICATION

Rev 4/26/22

VENDOR # _____
(Assigned by Purchase & Property)

BUSINESS NAME/ADDRESS LOCATION

Legal Entity Name: _____

Doing Business As Name: _____

Payment Address: _____

City/Town: _____ STATE: _____ ZIP: _____ COUNTRY: _____

Business Address: _____

City/Town: _____ STATE: _____ ZIP: _____ COUNTRY: _____

Telephone #: _____ Cell Phone #: _____ FAX #: _____

Contact Person: _____ Website: _____ E-Mail (Main Office): _____

Electronic Payment Option: Please contact Treasury at ACHProcessing@treasury.nh.gov or visit their website at [Department of Treasury](http://DepartmentofTreasury) for further information on this option. Registration as a vendor must be completed prior to contacting.

TYPE OF BUSINESS

(Note: Registration with the NH Secretary of State MUST be done prior to the awarding of any contracts) [Secretary of State Corporate Division Registration](http://SecretaryofStateCorporateDivisionRegistration) (603) 271-3244

Registered with NH Secretary of State? YES ☐ NO ☐ State Incorporated In: _____

DUNS #: _____

Select the appropriate designations for your Entity:

Minority Institutions	<input type="checkbox"/>	Minority Owned Large Business	<input type="checkbox"/>	Minority Owned Small Business	<input type="checkbox"/>
Disabled Veteran Business	<input type="checkbox"/>	Svs Disabled Veteran Owned	<input type="checkbox"/>	Veteran Owned Small Business	<input type="checkbox"/>
Physically Challenged Bus	<input type="checkbox"/>	SBA Cert Fin Disadvantaged Bus	<input type="checkbox"/>	SBA Cert Hist Underutilized Bus	<input type="checkbox"/>
Historically Black Colleges	<input type="checkbox"/>	Women Owned Sm Bus	<input type="checkbox"/>	Women Owned Large Businesses	<input type="checkbox"/>
Small Business	<input type="checkbox"/>	SBA Cert Sm Disadvantaged Bus	<input type="checkbox"/>		

SIGNATURE BLOCK

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (print or type): _____

Signature: _____ Date: _____

RETURN ADDRESS

(Phone) 603-271-2201
(Fax) 603-271-2700
prch.web@das.nh.gov
<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX, ROOM 102
25 CAPITOL STREET
CONCORD NH 03301-6398



State of New Hampshire
VENDOR APPLICATION

Rev 4/26/22

VENDOR # _____
(Assigned by Purchase & Property)

STATE OF NEW HAMPSHIRE ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 24% withholding on each payment made to you. To avoid this 24% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

Legal Entity Name: _____

Doing Business As Name: _____

Payment Address: _____

City/Town: _____ STATE: _____ ZIP: _____ COUNTRY: _____

Business Address: _____

City/Town: _____ STATE: _____ ZIP: _____ COUNTRY: _____

Telephone #: _____ Cell Phone #: _____ FAX #: _____

Contact Person: _____ Website: _____ E-Mail (Main Office): _____

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return

Social Security # (SSN): _____ Fed ID # (EIN/FIN): _____

PRINCIPAL ACTIVITY

☐ Service Provider ☐ Product/Merchandise Provider ☐ Other Provider

List the principal type of service, product or other that is provided: _____

☐ Medical/Health Care Services ☐ Legal Services ☐ 1099 Grant Reportable

DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

<input type="checkbox"/> Individual/Sole-Proprietor	<input type="checkbox"/> Corporation (S)	<input type="checkbox"/> Government
<input type="checkbox"/> Single Member LLC	<input type="checkbox"/> Corporation (C)	<input type="checkbox"/> Travel/Intern
<input type="checkbox"/> LLC (C Corporation)	<input type="checkbox"/> Partnership	<input type="checkbox"/> Refund/Reimbursement
<input type="checkbox"/> LLC (S Corporation)	<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Tax-Exempt
<input type="checkbox"/> LLC (P Partnership)		

EXEMPTIONS: _____ Exemption from FATCA reporting: _____

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.

NAME & TITLE (print or type): _____

TELEPHONE #: _____ CELL PHONE #: _____ FAX #: _____

SIGNATURE: _____ DATE: _____

E-Mail (Main Office): _____ Website: _____

PLEASE RETURN WHEN COMPLETED TO:

Email: PRCH.WEB@DAS.NH.GOV

(Phone) 603-271-2201

(FAX) 603-271-2700

<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES

BUREAU OF PURCHASE & PROPERTY

STATE HOUSE ANNEX - ROOM 102

25 CAPITOL ST

CONCORD NH 03301

GOLF CART SPECIFICATIONS

SCOPE OF WORK:

1. This Rental agreement will be for a two year seasonal rental of Seventeen (17) Gasoline Powered Golf carts, new, or used and in good working and cosmetic condition for use by New Hampshire State Park Staff in various State Park Locations throughout the State of New Hampshire.
2. Golf carts are to be sourced from a single manufacturer, multiple manufacturers will not be accepted. Multiple manufacturer model years will be accepted.
3. The Rental/Lease Seasons shall be as follows:
 - a. 2023 Season: June 1, 2023 through October 31, 2023.
 - b. 2024 Season: May 1, 2024 through October 31, 2024.
4. The State of New Hampshire reserves the right to adjust the quantity of rental carts as it sees fit to best suit the needs of New Hampshire State Parks. The State will give the vendor a minimum of a 15 day notice if requesting additional carts, or if requesting that the Golf Carts be picked up from their locations a 5 day notice will be given.

VEHICLE REQUIREMENTS: The basis of these specifications are for Yamaha Fleet Golf Carts model years 2015 or newer.

1. All vehicles delivered shall be fully assembled, serviced, oiled, and ready for immediate use.
2. **Manufacturer's model years 2015 or newer will be accepted.** Manufacturer's model years prior to 2015 will be means for rejecting the bid. Manufacturer's Model Year 2015 shall mean any Golf Cart Manufactured Between January 1, 2014 and December 31, 2015.
3. All vehicles must meet all Federal, and State standards for quality and safety requirements. Vehicles not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the State.
4. Accessories with each cart should include Aluminum bed, windshields, lights, Brake lights, Taillights, and automatic chargers (built in or stand alone).
5. Rental fee includes all parts, services, labor, maintenance, and repairs to keep the equipment in good working condition without additional cost to the State. Rental fee shall include all insurance (comprehensive and collision) as well as Delivery and pickup fees.
6. All parts required due to abusive damage, vandalism or other acts are billable to the State of New Hampshire.
7. Vehicles shall bear no decals, bumper stickers or other such markings.

8. **Gasoline Powered Golf Cart Specifications:** Carts shall meet these minimum specifications.

- a. Motor: Gasoline Combustion Engine 4-stroke OHV
- b. Horsepower: 11.4 HP
- c. Key or Pedal Start: Key or Pedal Start.
- d. Drive Train: Motor Shaft Direct Drive Transaxle: Differential with helical gears.
Or Direct coupled transmission.
- d. Gear Selector: Forward/Reverse Shift Lever.
- e. Body Color: Forest Green, Hunter Green, Tan or White
- f. Seat Color: Gray, White, Black or Brown.
- g. Brakes: Dual rear wheel drum brakes OR Internal wet brake system.
Park brake.
- j. Seating Capacity: 2 Adults
- k. Vehicle Load Capacity: 600 lbs+
- l. Speed: 12-17 mph
- m. Mirrors: Not required.
- n. Canopy: Top Canopy.
- o. Lighting: Head Lights
- p. Horn: Not required
- q. Windshield: Flat, Clear fold down.
- r. Steering: Rack and pinion.
- s. Suspension: Front: Leaf springs with hydraulic shock absorbers or
Independent Strut suspension.
Rear: Leaf springs OR Coil springs with hydraulic shock
absorbers
- t. Cargo/Utility box: Aluminum, Steel or Stainless Steel 42" x 30" x 8" (5.83 ft³) or
larger cubic foot capacity, equipped as a manual dump bed.

9. **Acceptable Manufacturers:** Manufacturers products that may be considered but are not limited to the following:

- a. Yamaha Golf-Car Company
1000 Georgia Highway 34 East
Newnan, Georgia 30265
Phone: 1-866-747-4027 | Fax: 770-254-4158

Acceptable Models: Yamaha DR2A 4 Stroke Golf Car
YAMAHA DR2A EFI 4 Stroke Electronic Fuel Injection
Golf Car

- b. E-Z-GO
1451 Marvin Griffin Road
Augusta, Georgia 30906
Phone: 1-800-241-5855
Acceptable Models: Hauler 1200, 1200X
Hauler 800, 800 X ProX
SP 2

- c. Club Car
P.O. Box 204658
Augusta, GA 30917-4658
Phone: 1-800-258-2227

Acceptable Models: Carryall; 100, 300, 502, 500, 550, 1500

- d. Substitution requests for the above manufacturer's and or models shall be submitted in written to the Project Manager at least 3 business days before the bid due date. Substitution requests shall comply with or exceed the minimum requirements as specified in items 8 of the VEHICLE REQUIREMENTS.

VENDOR REQUIREMENTS:

1. The vendor will respond to any and all request for repairs to vehicles within 48 Hours that such a request is made by State Park Staff.
2. The Vendor will periodically review and repair the equipment. The vendor shall supply a replacement vehicle for any vehicle rendered inoperative for greater than 72 hours.
3. Any damage occurring to the equipment by unauthorized use of the equipment shall be assumed by the State, the vendor shall repair the damage caused to said equipment under these circumstances and the cost thereof shall be charged directly to the State at prevailing market rates.
4. Prior to Delivery or pickup of the vehicles, the vendor shall coordinate with the Park Manager at each Specified location at least 72 hours in advance.
5. Vehicles shall be ready to be delivered to all State Park locations no later than June 1 2023 and May 1, 2024. Vendor shall coordinate the actual delivery date to each Park Location with each State Park Manager.
6. Vendor shall pickup all vehicles at all locations by October 31, each year. Vendor shall coordinate the pickup dates with each Park Manager.
7. Training & Manuals: The Contractor shall Provide each Park Managers or Park Staff Personal a Minimum of 30 minutes of hands on operational instructions along with any written instructional information on the proper and safe operation of the vehicles at the time and place of delivery.
8. Vendors shall submit a yearly invoice upon delivery.

9. Vendor shall submit a complete list of all golf carts to Edward.V.Mussey@dncr.nh.gov that are delivered to each location specifying quantity, model #, year, serial number, and delivery date. Vendors shall resubmit the same list as above for all golf carts picked up at the end of each season indicating the date the golf carts are picked up.

STATES RESPONSIBILITIES:

1. The State will keep all equipment clean so that they will not detract from the standard appearance and cleanliness of the equipment.
2. The State will in the event of an accident shall promptly report same to vendor. The State will whenever practical obtain appropriate statements from parties to the accident, together with Names, Addresses, and Telephone Numbers of the Witnesses.
3. The State agrees not to permit the use of said equipment by; minor children, individuals incapacitated or incapable of operating said equipment in a safe and sound manner, particularly while under the influence of intoxicating substances such as Prescription medication, illegal drugs, or alcohol. Equipment will only be operated by State Park's employees.

CANCELLATION: The State of New Hampshire specifically reserves the right to cancel the contract or any portion thereof if it is in the Opinion of the Commissioner of the Department of Natural and Cultural Resources, the service or vehicles supplied by the vendor are not satisfactory or are not consistent with the terms of the contract.

STATE PARK DELIVERY/PICKUP LOCATIONS & CONTACT INFORMATION:

State Park Name	Location	No. Gasoline Powered Carts	Contact	Phone
Deer Mtn. State Park	5309 North Main Street, Pittsburgh, NH	1	Diane Matott	603-538-6965
Dry River Campground	1464 US Route 302, Twin Mountain, NH	1	John Dickerman	603-374-2272
Echo Lake State Park	68 Echo Lake Rd North Conway, NH	1	Alan Tate	603-461-6311
Ellacoya State Park	280 Scenic Rd, Gilford, NH	1		603-293-7821
Greenfield State Park	52 Campground Rd, Greenfield, NH	1	Alec Wooley	603-547-3497 603-485-1031
Hampton Beach State Park	8 State Park Rd, Hampton, NH	2	Maura O'Neill	603-227-8710
Kingston State Park	124 Main Street Kingston, NH	1	Emily	603-642-5471 603-485-1031
Lafayette Campground	14 Lafayette Campground Rd, Franconia, NH	1	Ed Pinskey	603-823-9513 603-616-8400
Lake Francis	439 River Road Pittsburg, NH	1	Diane Matott	603-538-6965
Milan Hill	Route 16 Milan, NH	1	Jonathan Bergeron	603-449-2429
Mollidgewock	Route 16 Erroll, NH	1	Nicole Ouillette	603-482-3373
Monadnock (Gilson Pond)	585 Dublin Rd., Jaffrey, NH	1	Will Kirkpatrick	603-532-8814
Moose Brook	30 Jimtown Road, Gorham, NH	1	Alain Beausejour	603-466-3860
Umbagog State Park	235 East Rte 26, Cambridge, NH	1	Ann Marie Chassion	603-482-7795
Wadleigh State Park	78 Wadleigh State Park Sutton, NH	1	Shawn Davis	603-482-7795
Wellington State Park	650 West Shore Road Alexandria, NH	1	Phil Audino	603-744-2197
	TOTAL	17		

