



**State of New Hampshire
Police Standards & Training Council**

REQUEST FOR PROPOSALS

FOR

**DE-ESCALATION AND DECISION-MAKING SIMULATION
TRAINING DEVICES**

RFP PSTC-2025-001

TABLE OF CONTENTS

I.	OVERVIEW AND SCHEDULE.....	4
A.	PURPOSE	4
B.	SCHEDULE	4
C.	BACKGROUND.....	4
D.	VENDOR INSTRUCTIONS.....	5
II.	REQUIREMENTS AND SCOPE OF WORK.....	5
A.	MINIMUM VENDOR REQUIREMENTS	5
B.	PROPOSED SCOPE OF WORK	5
III.	CONTRACT TERMS AND CONDITIONS	ERROR! BOOKMARK NOT DEFINED.
A.	AWARD	6
B.	STANDARD CONTRACT TERMS	6
IV.	REQUEST FOR PROPOSAL PROCESS.....	7
A.	POINT OF CONTACT	7
B.	VENDOR INQUIRIES.....	7
V.	RFP TERMS AND CONDITIONS	8
A.	DEBARMENT.....	8
B.	PROPOSAL PREPARATION COST.....	8
C.	VALIDITY OF PROPOSAL	8
D.	RFP ADDENDUM.....	8
E.	NON-COLLUSION	8
F.	PROPERTY OF THE AGENCY.....	9
G.	PROPOSAL CONFIDENTIALITY	9
H.	PUBLIC DISCLOSURE.....	9
I.	NON-COMMITMENT	10

J.	ETHICAL REQUIREMENTS	11
K.	CHALLENGES TO FORM OR PROCESS	11
L.	COMPLIANCE.....	11
VI.	EVALUATION OF PROPOSALS.....	11
A.	CRITERIA FOR EVALUATION AND SCORING.....	11
B.	ORAL INTERVIEWS AND PRESENTATIONS.....	12
C.	NO BEST AND FINAL OFFER.....	13
D.	RIGHTS OF PSTC IN ACCEPTING AND EVALUATING PROPOSALS	13
VII.	PROCESS FOR SUBMITTING A PROPOSAL.....	13
VIII.	PROPOSAL CONTENT AND REQUIREMENTS	14
A.	CONTENT AND FORMAT.....	14
B.	TERMS AND REQUIREMENTS.....	16
	APPENDIX: FORM P-37.....	18

I. Overview and Schedule

A. Purpose

This request for proposals (RFP) is issued by the New Hampshire Police Standards & Training Council (PSTC) to solicit proposals for a vendor to provide simulation training equipment/devices that will help train recruit and in-service law enforcement officers in the areas of de-escalation and communication strategies, as well as appropriate use of force decision-making, when engaged with citizens who present with varying degrees of compliance as might be manifested from an underlying mental health condition, a drug/alcohol/medical event, or underlying criminal intent.

B. Schedule

The following table provides a Schedule of Events for this RFP through contract finalization and approval. PSTC reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFP Released (Advertisement)	03/11/2025	
Vendor Inquiry Period Ends	03/21/2025	4:00 PM
Final PSTC Responses to Vendor Inquiries	03/24/2025	4:00 PM
Vendors Submit Proposals	03/28/2025	4:00 PM
Estimate Timeframe for Interviews and Presentations (if needed)	04/04/2025	
Estimated Notification of Selection	04/11/2025	

C. Background

The New Hampshire Police Standards & Training Council (PSTC) is a state agency offering mandated basic and in-service training to state, county, and local police officers, state correctional officers and probation/parole officers.

Among its functions, the council operates the basic law enforcement training program which all state, county and local police officers must attend and successfully complete within 6 months of their date of hire as a condition of certification as a full-time police officer. The police academy is currently 16 weeks in length during which 740+/- hours of training is delivered. New Hampshire has approximately 4,000 certified officers.

Over the last four years, through both Governor Executive Order and legislative actions, there has been a renewed effort to educate and train new police recruits as well as all incumbent officers on the best techniques available to tactically communicate, de-escalate and respond with reasonable and necessary force as dictated situationally with the citizens that they encounter. Some of these efforts include new curriculum in both the recruit academies and in-

service training on crisis intervention, de-escalation, dealing with people who are suffering from a mental health crisis or the effects of the misuse of drugs or alcohol, and decision-making to reach an appropriate law enforcement objective that is reasonable and necessary within a particular fact pattern or situation. We have determined that the use of simulation training equipment that allows for an immersive training experience, such as interactive projected imagery simulators and/or virtual reality training simulators, provides a valuable, engaging, consistent, and safe training opportunity to learn and reinforce those skills.

PSTC has possessed a training simulator for over 10 years and uses it extensively, but simulation technology has advanced tremendously, and the service contract is ending and the simulator will no longer be eligible for updates.

The purpose of this RFP is to seek proposals from qualified individuals or vendors to make available for purchase or lease such training equipment that includes a service or maintenance plan.

D. Vendor Instructions

Interested vendors must read the entire RFP and submit the required documents in the manner and within the deadlines specified in the RFP. Vendors are responsible for reviewing the most updated information related to this RFP before submitting proposals.

II. Requirements and Scope of Work

A. Minimum Vendor Requirements

Vendors must be well-respected and established persons, firms or corporations that operate nationally or regionally in the field of law enforcement training to provide this type of training equipment. Vendors must have verified experience providing this equipment to statewide police academies, regional police academies that serve multiple agencies, or major police agencies, to the demonstrated satisfaction of the client agencies.

Vendors must provide the names, addresses and telephone numbers of prior and existing clients to assist in any verification process that PST shall employ as a part of the RFP process.

Vendors must provide a detailed description of proposed simulation equipment and technology and include a pricing breakdown, including equipment, installation, training, and support costs; estimated delivery, setup, and training timeline; and warranty and support service details.

B. Proposed Scope of Work

The vendor will be responsible for the following:

- Supplying simulation training equipment, including but not limited to:
 - Interactive video-based training systems.
 - Virtual reality (VR) or augmented reality (AR) simulation platforms.
 - Firearms training simulators with force-on-force and judgmental use-of-force scenarios.
 - De-escalation and crisis intervention simulation modules.
- Installing and configuring the equipment at the police academy facility as necessary.
- Providing software with a library of realistic training scenarios covering de-escalation, mental health crises, and use-of-force decision-making in police and corrections settings.
- Delivering comprehensive training and user manuals for instructors and staff.
- Providing ongoing technical support, maintenance, and software updates.

The proposed system must meet the following technical specifications:

- High-resolution display and immersive sound quality for a realistic training environment.
- Scenarios with adjustable difficulty levels and customizable options.
- Realistic weapon handling, including inert firearms with recoil simulation.
- Ability to integrate biometric and trainee performance tracking.
- Compatibility with existing training infrastructure, where applicable.
- Cloud-based or local data storage for training reports and analytics.
- Compliance with industry safety standards and best practices.
-

The selected vendor shall provide:

- A detailed project implementation plan, including installation timelines.
- Full installation and configuration of the simulation equipment.
- Training for academy instructors on how to use the system effectively.
- A warranty plan with ongoing technical support and maintenance.
- Product documentation, including user manuals and troubleshooting guides.

C. Award

If PSTC decides to award a contract as a result of this RFP process, any award is contingent upon approval of the contract by the Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

D. Standard Contract Terms

The Agency will require the selected vendor to execute a contract using the Standard Terms and Conditions of the State of New Hampshire (Form P-37) which is attached as Appendix A. In

no event is a vendor to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

To the extent that a vendor believes that exceptions to the contract terms in Appendix A will be necessary for the vendor to enter into the contract, the vendor must note those issues during the Vendor Inquiry Period, as further described Section IV-B. PSTC will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion. If PSTC accepts a vendor's exception, PSTC will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that the exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived.

The terms of this RFP and the selected vendor's proposal will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all of the selected vendor's proposal. References in the P-37 to Exhibits A, B, and C are references to the required structure of any resulting contract (Exhibit A – Special Provisions/Amendments to the P-37, Exhibit B – Scope of Services, and Exhibit C – Payment Terms) and are not references to sections of this RFP.

IV. Request for Proposal Process

A. Point of Contact

The sole point of contact for this RFP, from the RFP issue date until the approval of the resulting contract by the Governor and Executive Council is:

Director John V. Scippa, PSTC
john.v.scippa@pst.nh.gov

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with PSTC regarding this RFP is prohibited unless first approved by the RFP Sole Point of Contact. PSTC employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Sole Point of Contact. Vendors may be disqualified for violating this restriction on communications.

B. Vendor Inquiries

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, any changes to the RFP, and any exceptions to the contract terms in Appendix A, including the Form P-37, shall be submitted via email to the Point of Contact specified above. Inquiries must be received by the end of vendor inquiry period (see Schedule of Events herein).

The vendor must identify the RFP name, page number, and relevant paragraph and include the vendor's name, telephone number, and e-mail address.

PSTC's responses to properly submitted inquiries will be posted on or before the date specified in the Schedule of Events, subject to change at the Agency's discretion.

PSTC may consolidate and/or paraphrase questions for sufficiency and clarity. PSTC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon PSTC. Official responses by PSTC will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

V. RFP Terms and Conditions

A. Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this RFP.

B. Proposal Preparation Cost

By submitting a proposal, a vendor agrees that in no event shall PSTC be either responsible for or held liable for any costs incurred by a vendor in the preparation of or in connection with the Proposal, or for work performed prior to the effective date of a resulting contract.

C. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of proposals in Schedule of Events, or until the effective date of any resulting contract, whichever is later.

D. RFP Addendum

PSTC reserves the right to amend this RFP at its discretion, prior to the proposal submission deadline. In the event of an addendum to this RFP, PSTC, at its sole discretion, may extend the proposal submission deadline, as it deems appropriate.

E. Non-Collusion

The vendor's signature on a proposal submitted in response to this RFP guarantees that the prices, terms, and conditions, and work quoted have been established without collusion with

other vendors and without effort to preclude PSTC from obtaining the best possible competitive proposal.

F. Property of the Agency

All material received in response to this RFP shall become the property of PSTC and will not be returned to the vendor. Upon contract award, PSTC reserves the right to use any information presented in any proposal.

G. Proposal Confidentiality

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the effective date of any contract resulting from this RFP. A vendor's disclosure or distribution of proposals other than to the PSTC may be grounds for disqualification.

H. Public Disclosure

The information submitted in response to this RFP (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know law, including RSA 91-A. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to the Governor and Executive Council for approval, including contracts resulting from this RFP, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>).

By submitting a proposal, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP that is submitted to G&C for approval will be made accessible to the public online.

Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a vendor believes any information submitted in response to this RFP should be kept confidential, the vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial, or financial and providing your rationale for each

designation. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the 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 proposal.

Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in proposals or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Notwithstanding a vendor’s designations, the State is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State to view or receive copies of any portion of the proposal, the State shall first assess what information it is obligated to release. The State will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a vendor 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.

By submitting a proposal, vendors acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a vendor’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- 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 vendor.

I. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit PSTC to award a contract. PSTC reserves the right, at its sole discretion, to reject any and all proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new proposals under a new acquisition process.

J. Ethical Requirements

From the time this RFP is published until a contract is awarded, no vendor 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 will or has selected, evaluated, or awarded an RFP, or similar submission. Any vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such vendor shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the State's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

K. Challenges to Form or Process

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of proposals, shall be brought to the attention of PSTC at least five (5) business days prior to the proposal submission deadline. The request must be in writing and specify all points on which the vendor believes the agency erred in its process and shall contain such argument in support of its position as the vendor seeks to present. By submitting a proposal, the vendor is deemed to have waived any challenges to the form or process set forth in this RFP.

L. Compliance

Vendors must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by PSTC currently in effect, and as they may be adopted or amended during the contract period.

VI. Evaluation of Proposals

A. Criteria for Evaluation and Scoring

The Director of PSTC and designated staff members will evaluate each responsive proposal using a scoring scale of 100 points and will measure the degree to which each proposal meets the criteria as set forth in the table below.

CATEGORIES	POINTS
Cost Proposal	30
Depth and Applicability of Prior Vendor Experience	20

Completeness, Currency, and Relevance of the Response	20
Training and Product Support	10
Quality and Realism of Simulation Technology	20
TOTAL MAXIMUM POINTS	100

PSTC will select a vendor based upon the criteria and standards contained in this RFP and from applying the weighting in this section. PSTC will form an evaluation committee to evaluate and score the proposals. PSTC will conduct an initial screening to verify vendor compliance with the proposal submission requirements set forth in Sections IV, VII, and VIII. PSTC may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State. Oral interviews and reference checks, to the extent they are utilized by PSTC, will be used to refine and finalize scores. The contract award(s) will be made to the vendor receiving the highest number of evaluation points.

PSTC reserves the right to reject any and all proposal and to negotiate the terms or price with any vendor and to include the results of these negotiations in a contract. PSTC further reserves the right to seek further information and/or clarification of any proposal.

If PSTC decides to make an award based on these evaluations, PSTC will notify the selected vendor(s). Should PSTC be unable to reach agreement with the selected vendor(s) during contract discussions, PSTC may then undertake contract discussions with the next preferred vendor and so on, or PSTC may reject all proposals, cancel this RFP, or solicit new proposals under a new acquisition process.

B. Oral Interviews and Presentations

If PSTC determines that it is appropriate, vendors may be invited to oral interviews and/or presentations. PSTC retains the sole discretion to determine whether to conduct oral interviews and/or presentations, with which vendors, and the number of interviews. Vendors are advised that PSTC may decide to conduct interviews and/or presentations with less than all responsive vendors.

The purpose of oral interviews and presentations is to clarify and expound upon information provided in the written proposals. Vendors are prohibited from altering the basic substance of their proposals during the oral interviews and presentations. PSTC may ask the vendor to provide written clarifications of elements in their proposal regardless of whether it intends to conduct oral interviews and/or presentations. The oral interviews and/or presentations will be conducted in-person at PSTC in Concord, New Hampshire. PSTC will not reimburse vendors for any costs incurred. PSTC will notify eligible vendors regarding interview/oral presentation arrangements.

C. No Best and Final Offer

The proposal should be submitted initially on the most favorable terms including the best pricing which the vendor can offer. There will be no best and final offer procedure.

D. Rights of PSTC in Accepting and Evaluating Proposals

PSTC reserves the right, at its sole discretion, to:

- Make independent investigations in evaluating proposals;
- Request additional information to clarify elements of a proposal;
- Waive minor or immaterial deviations from the RFP and contract requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in PSTC's view, the step is not needed;
- Reject any and all proposals at any time; and
- Open contract discussions with the second highest scoring vendor and so on, if PSTC is unable to reach an agreement on contract terms with the higher scoring vendor(s).

VII. Process for Submitting a Proposal

Proposals must be submitted in hard copy and with electronic copy to PSTC and must be received no later than the proposal due date as specified in the Schedule of Events: Friday, March 22, 2025, by 4:00 p.m.

Delivery of the proposals shall be at the vendor's expense. The time of receipt shall be considered when a proposal has been officially documented by PSTC, in accordance with its established policies, as having been received at the location designated below. PSTC accepts no responsibility for damaged, mislabeled, or undeliverable mailed or emailed proposals. Any damage that may occur due to shipping shall be the vendor's responsibility.

Proposals must be signed by a person with authority to sign contracts on behalf of the vendor. The proposal must be sealed in an envelope clearly marked as follows:

**Police Standards and Training Council
Response to RFP PSTC-2025-001
DE-ESCALATION AND DECISION-MAKING SIMULATION
TRAINING DEVICES**

Proposals may be submitted in person or via mail or other delivery, addressed to:

**Director John V. Scippa
NH Police Standards and Training Council**

**17 Institute Drive
Concord, NH 03301-7413**

The submission shall include:

1. One (1) original and four (4) identified copies of the proposal including required attachments; and
2. One (1) electronic submission via USB drive.

VIII. Proposal Content and Requirements

A. Content and Format

Proposals shall follow the below format and provide the required information set forth below:

1. Cover Page: The first page of a vendor's proposal must be a cover page displaying the following:

Response to RFP PSTC-2025-001

DE-ESCALATION AND DECISION-MAKING SIMULATION TRAINING DEVICES

Vendor's Name:

Contact Person:

Telephone Number:

Address:

Fax Number:

Email Address:

2. Subsequent Pages: All subsequent pages of a proposal must indicate the vendor's name and page number.
3. Letter of Transmittal: The letter must be brief and signed by a person authorized to commit the organization to perform the work specified in the RFP. It shall identify all materials and enclosures that comprise the proposal. The letter must also identify the individual who shall serve as the vendor's representative in all matters relating to this RFP.
4. Table of Contents: The vendor must provide a table of contents with corresponding page numbers relating to each section of its proposal, including any appendices if applicable.
5. Vendor Profile: The vendor must provide the following information concerning the vendor and the personnel who will be assigned to this project: brief history of the vendor and years in business, description of organizational structure and number of employees, location and local

presence, and experience with similar projects. The vendor must also disclose any litigation, previous or outstanding, relating to vendor's performance of service contracts, or an account of why this information is not provided.

6. Qualifications and Key Personnel: The vendor must provide the names and curriculum vitae of each employee of the vendor who will work on this project, including but not limited to experience, education, and professional qualifications. This should include authorship of books, papers, texts, and other relevant accomplishments. The vendor must identify the manager of the project, including qualifications and highlighting similar projects successfully managed. The vendor shall not include personal information such as social security number, date of birth, or home address unless it is the same as the business address.
7. References: The vendor must provide a complete and unedited list of customers for whom the vendor has completed similar services or is presently engaged, including the contact information for all listed customers.
8. Detailed Explanation of Proposed Services: The vendor must include a comprehensive response to Section II – Requirements and Scope of Work, including each subsection. The vendor must identify which requirements can be fully met, partially, or not at all.
9. Cost Proposal: The cost proposal must detail all costs and expenses associated with the services at all stages. PSTC reserves the right to review all aspects of the cost proposal for reasonableness, to request clarification of any part or parts, and to negotiate cost terms. Alternative cost proposals that will increase efficiency and reduce costs without diminishing the quality of services will be considered.
10. Conflicts of Interest: The vendor must identify any potential conflicts of interests that it may have. The vendor must provide a complete and unedited list of New Hampshire law enforcement agencies for whom the vendor has provided, or is presently engaged in providing, policy development and/or accreditation services.
11. Supplemental Information: A vendor may furnish such supplemental information as the vendor believes will be valuable to the vendor selection committee in evaluating the qualifications of its personnel and merits of its proposal. The vendor may feature those elements of its firm, its personnel, or its proposal which distinguish it from other vendors likely to submit proposals. The vendor selection committee reserves the right to request additional information from any and all vendors during the vendor selection process.

12. Certificates of Good Standing, Authority, and Insurance: If a contract is awarded to a vendor, the vendor will be required to obtain and furnish proof that the vendor is in compliance with RSA 5:18-a, including registration with the New Hampshire Secretary of State and authority of the signatory to bind the vendor, and that the vendor maintains appropriate general liability and worker's compensation insurance, if applicable.

B. Terms and Requirements

Consistent with PSTC policy, the purpose of this RFP is to encourage free and open competition among vendors. Specifications, proposals, and conditions are designed to accomplish this objective, consistent with PSTC needs and guidelines.

The vendor's signature on a proposal submitted in response to this RFP constitutes the vendor's representations that:

1. All prices have been established without collusion with other eligible vendors and without effort to preclude PSTC from obtaining the best possible competitive proposal.
2. Vendor is not aware of any potential conflicts of interest which might arise out of work performed or being performed for any other clients or contracts or due to a past or present relationship of any sort between employees or representatives of the vendor, and employees of the State of New Hampshire, except those conflicts which have been fully disclosed in response to the RFP.
3. Vendor will not offer any gratuity, service, or special benefit to any employee of PSTC or council member.
4. PSTC shall not be held liable for any costs incurred by the vendor in the preparation of the proposal, or for work performed prior to the contract effective date. All costs of preparing a proposal in response to this RFP are to be borne by the vendor and may not be included in the proposal price.
5. The successful vendor is solely responsible for meeting all terms and conditions specified in this RFP, its proposal, and any resulting contract. The successful vendor may not subcontract any portion of the resulting contract without the written approval of PSTC.
6. All material received in response to this RFP will become the property of PSTC and will not be returned to the vendor. The vendor selection committee may use any information elicited by the RFP to determine the solution that best meets the needs of PSTC.
7. This RFP does not commit PSTC to award a contract.

8. Any contract awarded as a result of the RFP will be originated by PSTC and shall be governed by the laws of New Hampshire.

Appendix: Form P-37

FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials _____
Date _____

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials _____
Date _____

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

Contractor Initials _____
Date _____