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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION of PARKS and RECREATION
172 Pembroke Road Concord, New Hampshire 03301
Phone: (603) 271-3556 Fax: (603) 271-3553
Web: www.nhstateparks.org

March 7, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Parks and Recreation (Department) to enter into a 4-year contract with North Country Golf Car, LLC (VC #259440), Bow, NH in the amount of \$83,416 for the rental of Golf Carts and Utility Vehicles for use in multiple State Park locations upon Governor and Executive Council approval from May 1, 2019 through October31, 2022.
100% Agency Income

Funding is available as follows, pending budget approval for Fiscal Years 2020, 2021 and 2022:

	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY2021</u>	<u>FY2022</u>
03-35-35-351510-37200000				
Service Parks	\$20,854	\$20,854	\$20,854	\$20,854
022-500257 Rents-Leases Other Than State				

EXPLANATION

The Department implemented the use of golf carts in its State Parks in 2011 and has found that the use of golf carts versus full-sized vehicles is a much more cost effective and environmentally sensitive tool in keeping with the natural settings of campgrounds and parks. The golf carts provide a quicker and safer way of accessing crowded areas frequented by adults and children.

On January 17, 2019, an invitation to submit bids for golf cart rentals was advertised through 5 companies known to the Department and the construction industry, and on the Department of Administrative Services' and the Division of Parks and Recreation's websites. Bids closed on February 21, 2019. North Country Golf Car, LLC (North Country) was the low bid proposal received and, whereas North Country has performed this service over the last 5 years to the satisfaction of the Department, was selected as the contractor. This new 4-year contract with North Country will provide an initial 12 electric and 11 gas-powered golf carts for 21 park locations. The number and type of golf carts may be adjusted each year to best suit the needs of State Parks. All parts and maintenance will be provided by North Country.

The Attorney General's Office has approved the contract as to form, substance and execution.

Respectfully submitted,

Concurred,

Philip A. Bryce
Director

Sarah L. Stewart
Commissioner

**State of New Hampshire
Department of Natural and Cultural Resources
Planning and Development**

**Golf Cart and Utility Vehicle 4 Year Seasonal
Rental**

Project No. PR-1903

Bid Results

Bidder Information:	Lump Sum Bid Amount
North Country Golf Car, LLC 840 Route 3A Bow, NH 03304	\$ 83,416.00 Awarded Pending G&C Approval
Country Club Enterprises, LLC d/b/a CCE Golf Cars 2D Express Drive Wareham, MA 02571	\$ 108,141.55
Kingston's Karts LLC 208 Dover Rd Epsom, NH 03234	\$ 194,000.00

Bidding Procedure: This project was put out to bid on January 17, 2019. It was advertised through Construction Summary of NH; Infinite Imaging, Signature Press, and Blueprinting, McGraw Hill Construction, Works in Progress, The NH State Purchasing Website and the NH State Parks Website. The bidding period went on for four weeks. Bids closed February 21 2019 at 2:00 pm., at a public bid opening at the DNCR office. Three bids were received and the Low bidder, North Country Golf Car, was accepted in the amount of \$83,416.00 pending approval by Governor and Executive Council

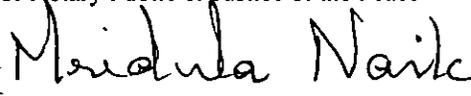
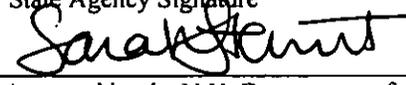
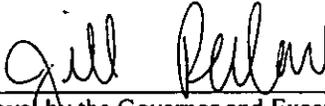
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 North Country Golf Car, LLC.		1.4 Contractor Address 840 Route 3A Bow, NH 03304	
1.5 Contractor Phone Number 603-219-0051	1.6 Account Number 3720-022-500257	1.7 Completion Date October 31, 2022	1.8 Price Limitation \$83,416.00
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 		1.12 Name and Title of Contractor Signatory Robert Polish, Member 	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>2/26/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)		MRIDULA NAIK Notary Public - New Hampshire My Commission Expires December 21, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace MRIDULA NAIK NOTARY PUBLIC			
1.14 State Agency Signature  Date: <u>3/12/19</u>		1.15 Name and Title of State Agency Signatory Sarah L. Stewart, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>N/A</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/18/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials RMP
Date 2/20/22
2019

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event 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.

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

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

4 YEAR SEASONAL GOLF CART RENTAL

EXHIBIT A

The intent of the contract is to provide twelve (12) electric and eleven (11) gasoline engine golf carts for rental, for use by State Park Staff According to, in compliance with, and as indicated by and in the Department's plans and specifications ("Golf Cart 4 Year Seasonal Rental"). Dated January 17, 2019. A copy of which the Contractor acknowledges receipt of, and the following scope of work:

SCOPE OF SERVICES: Provide electric and/or gas powered golf carts as indicated in the Specifications.

- a) Provide twenty three (23) golf carts, new or used, in good working and cosmetic condition for use by New Hampshire State Park Staff in the locations identified in the attached table.
- b) The Department reserves the right to adjust the quantity of golf carts as it sees fit to best suit the needs of the State Park System; Contractor shall require 72 hour notification for any additional and/or pickup of golf carts.
- c) The Rental Season shall be as follows:

2019 Season (upon G&C approval through October 31, 2019)
2020 Season (May 1, 2020 through October 31, 2020)
2021 Season (May 1, 2021 through October 31, 2021)
2022 Season (May 1, 2022 through October 31, 2022)
- d) All golf carts meet all Federal, and State standards for quality and safety requirements.
- e) Rental fees include all parts, services, labor, maintenance, and repairs to keep the equipment in good working condition without additional cost to the State.
- f) Rentals include all insurance (comprehensive and collision) as well as delivery and pickup fees.

RMD
Initials

2/25/19
Date

State Park Golf Cart delivery locations:

State Park Name	Location	No. Electric Carts	No. Gasoline Powered Carts
Bear Brook	157 Deerfield Road, Allenstown	1	
Clough	Everett Road, Weare		1
Deer Mtn. State Park	5309 North Main St. Pittsburgh		1
Dry River Campground	1464 US Route 302, Twin Mountain		1
Echo Lake State Park	68 Echo Lake Rd. Conway	1	
Ellacoya	280 Scenic Rd, Gilford	1	
Greenfield	52 Campground Rd, Greenfield	1	
Hampton Beach	8 State Park Rd, Hampton	2	1
Jericho State Park	298 Jericho Lake Rd, Berlin	1	
Kingston State Park	124 Main St. Kingston		1
Lafayette Campground	14 Lafayette Campground Rd, Franconia		1
Lake Francis	439 River Road Pittsburg	1	
Milan Hill	Rt 16, Milan	1	
Mollidgewock State Park	Eroll	1	
Monadnock Gilson Pond	169 Poole Rd, Jaffrey		1
Monadnock HQ	169 Poole Rd, Jaffrey		1
Moose Brook	30 Jimtown Road, Gorham	1	
Silver Lake State Park	Hollis		1
Umbagog	235 East Rte 26, Cambridge	1	
Wellington	650 West Shore Road, Alexandria		1
White Lake	94 State Park Rd, Tamworth		1
Totals:		12	11

WMO
Initials

2/24/19
Date

EXHIBIT B

Payments shall be made yearly based upon schedule listed below, and with an itemized invoice:

June 2019	\$20,854
June 2020	\$20,854
June 2021	\$20,854
June 2022	\$20,854
Total	\$83,416

Appropriation Code	Price FY2019	Price FY2020	Price FY2021	Price FY202
37200000-022-500257	\$ 20,854	\$20,854	\$20,854	\$20,854

Total contract shall not exceed: \$83,416

EXHIBIT C

There are no additional provisions on this contract.

KMG
Initials

2/26/20
Date

State of New Hampshire

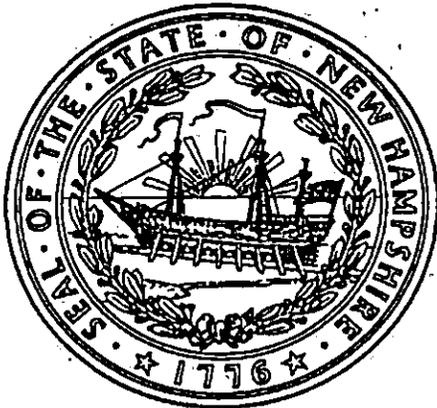
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY GOLF CAR LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 08, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 662824

Certificate Number : 0004419580



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of February A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Limited Partnership or LLC Certification of Authority

I, Robert Polise, hereby certify that I am a Partner, Member or Manager
(Name)

of North Country Golf LLC a limited liability partnership under RSA 304-B or limited
(Name of Partnership or LLC)

liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC.

I 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.

DATED: 2/26/19

ATTEST: RBP Member
(Name and Title)

