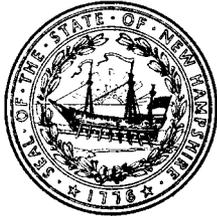


72 Steve



STATE OF NEW HAMPSHIRE  
 DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
 DIVISION of PARKS and RECREATION  
 172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
 PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
 WEB: www.nhstateparks.org

August 20, 2014

*Sole Source*

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Executive Council  
 State House  
 Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, to enter into a **SOLE SOURCE** contract amendment with North Country Golf Car, LLC (VC #259440), Bow, NH, in the amount of \$122,520 by increasing the number of golf car and utility vehicle rentals by 2 from 20 to 22 for this season and to allow for adjustments of the quantity rented over the remaining term of the contract to best suit the needs of the State Park System upon Governor and Executive Council approval through October 31, 2018. No additional funding is involved in this contract amendment. The original contract was approved by the Governor and Executive Council on June 18, 2014, Item #117. 100% Park Account Fund

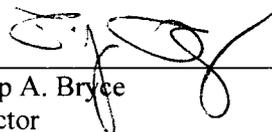
**EXPLANATION**

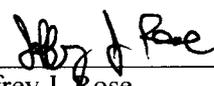
The Governor and Executive Council approved a contract for the rental of golf cars and utility vehicles for use throughout the State Park System on June 18, 2014, Item #117. As the Division of Parks and Recreation began its deployment of vehicles for this season, it found that the quantity originally identified for the parks needed to be adjusted by 2 additional golf cars. Regrettably, language in the contract documents did not allow for quantity adjustments. This was an oversight on our part as we specifically requested this allowance in our advertised bid documents. To correct this error, we respectfully request approval of this contract amendment which will allow for 2 additional golf cars this season as well as to allow for adjustments to the quantity rented over the remaining term of the contract.

The Attorney General's office has approved this contract amendment as to form, substance and execution.

Respectfully submitted,

Concurred,

  
 Philip A. Bryce  
 Director

  
 Jeffrey J. Rose  
 Commissioner

PAB/JJR/lml

## AMENDMENT OF CONTRACT AGREEMENT

The Department of Resources and Economic Development (DRED) and North Country Golf Car, LLC (Contractor), hereby mutually agree to amend the contract for golf car and utility vehicle rentals for use within the State Park System, originally approved by the Governor and Executive Council on June 18, 2014, Item #117, with a completion date of October 31, 2018.

1. Amend Exhibit A, Scope of Services, by replacing entire section with the following:

*Scope of Services: The purpose of this contract is for the Contractor to provide the State with golf car and utility vehicle rentals for use with the State Park System for 5 seasons through October 31, 2018. Contractor shall be responsible for specific vehicle requirements in compliance with and as indicated by DRED's specifications (Golf Cart & Utility Vehicle 5-Year Rental ~ NH State Parks, April 18, 2014) a copy of which the Contractor acknowledges receipt of, and the following scope of work:*

*a. This contract shall be for a 5-year seasonal rental of sixteen (16) electric and six (6) gasoline powered golf cars/utility vehicles, new or used, 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 (copy of delivery locations attached);*

*b. The rental seasons shall be as follows:*

*2014 Season (Upon G&C approval through October 31, 2014)*

*2015 Season (May 1, 2015 through October 31, 2015)*

*2016 Season (May 1, 2016 through October 31, 2016)*

*2017 Season (May 1, 2017 through October 31, 2017)*

*2018 Season (May 1, 2018 through October 31, 2018)*

*c. DRED reserves the right to adjust the quantity of rental cars/utility vehicles 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 cars/utility vehicles.*

*d. Golf cars/utility vehicles shall meet all Federal and State standards for quality and safety requirements.*

*e. Rentals 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 delivery and pickup fees.*

2. All other terms and conditions of the original contract shall remain the same in full force and effect as originally set forth; and

3. This amendment is subject to approval by the Governor and Executive Council.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the day and year written.

Ken M. Lawton  
Witness

Jeffrey J. Rose  
Jeffrey J. Rose, Commissioner  
Department of Resources and Economic  
Development

8/12/14  
Date

[Signature]  
Witness

Robert B. Polish  
Robert B. Polish, Manager  
North Country Golf Car, LLC

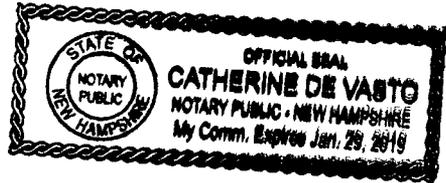
8/13/14  
Date

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On this the 13<sup>th</sup> day of AUGUST, before me Catherine D. Vasto, the undersigned officer, personally appeared Robert B. Polish, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal:

[Signature]  
Notary Public



My Commission Expires:

APPROVED AS TO FORM, SUBSTANCE AND EXECUTION:

[Signature]  
Attorney General

8/21/14  
Date

**STATE PARK DELIVERY LOCATIONS**

<b>State Park Name</b>	<b>Location</b>	<b>2X4 Electric Carts</b>	<b>2X4 Gas Powered Carts</b>
Bear Brook	157 Deerfield Road ~ Allentown	1	
Clough	Everett Road ~ Weare	1	
Dry River Campground	1464 US Route 302 ~ Twin Mountain		1
Ellacoya	280 Scenic Road ~ Gilford	1	
Greenfield	52 Campground Road ~ Greenfield	2	
Hampton Beach	8 State Park Road ~ Hampton	2	
Lafayette Campground	14 Lafayette Campground Road ~ Franconia		1
Lake Francis	439 River Road ~ Pittsburg	1	
Milan Hill	Route 16 ~ Milan	1	
Mollidgewock	Route 16 ~ Errol	1	
Monadnock	169 Poole Road ~ Jaffrey	2	
Moose Brook	30 Jimtown Road ~ Gorham	1	
Pawtuckaway	128 Mountain Road ~ Nottingham		2
Pillsbury	100 Pillsbury State Park Road ~ Washington		1
Umbagog	235 East Route 26 ~ Cambridge	1	
Wellington	650 West Shore Road ~ Alexandria	1	
White Lake	94 State Park Road ~ Tamworth	1	1
<b>Total:</b>		<b>16</b>	<b>6</b>

# 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 formed on December 8, 2011. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of May, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/16/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poulos Insurance, Inc. 36 South River Road Bedford NH 03110	CONTACT NAME: Donna Smith	
	PHONE (A/C, No, Ext): (603) 645-8600 FAX (A/C, No): (603) 626-0004 E-MAIL ADDRESS: dsmith@poulosinsurance.com	
INSURED North Country Golf Car, LLC 566 Route 3A Bow NH 03304-3214	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Peerless Indemnity	18333
	INSURER B: Peerless	24198
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 14-15 MASTER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CBP8943941	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			BA8944141	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			CU8944341	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							WC STATUTORY LIMITS
Y/N <input type="checkbox"/> N/A							OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Certificate Holder is Additional Insured under the general liability section provided a written contract, agreement or permit to such exists prior to a loss. Additional Insureds are subject to all terms, conditions, limitations and exclusions of the General Liability Policy.

CERTIFICATE HOLDER (603) 271-2629 edward.mussey@dred.nh.gov State of New Hampshire Dept of Resources and Economic Dev Attn: Edward Mussey PO Box 1856 172 Pemborke Road Concord, NH 03302-1856	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joscelyn Beaudin/JOSB <i>Joscelyn Beaudin</i>
---	--



STATE OF NEW HAMPSHIRE  
DEPARTMENT of RESOURCES and ECONOMIC DEVELOPMENT  
DIVISION of PARKS and RECREATION

172 Pembroke Road P.O. Box 1856 Concord, New Hampshire 03302-1856  
PHONE: (603) 271-3556 FAX: (603) 271-3553 E-MAIL: nhparks@dred.state.nh.us  
WEB: www.nhstateparks.org

June 2, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Executive Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

1. Authorize the Department of Resources and Economic Development, Division of Parks and Recreation, to enter into a 5-year contract with North Country Golf Car, LLC (VC #259440), Bow, NH, in the amount of \$122,520 for golf car and utility vehicle rentals for use within the State Park System upon Governor and Executive Council approval through October 31, 2018. 100% Park Account Fund
2. Further authorize the Department to make an initial payment of \$51,000 to North Country Golf Car upon Governor and Executive Council approval of the contract. 100% Park Account Fund

Funding is available in account titled, Service Parks, as follows and pending budget approval for Fiscal Years 2016, 2017, and 2018:

		<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>
03-35-35-351510-37200000-103-502664	Contracts for OS	\$51,000	\$17,880	\$17,880	\$17,880	\$17,880

**EXPLANATION**

The use of golf cars and utility vehicles throughout the State Park System was originally discussed during the FY 2012/13 budget process. In order to determine if this would be a good fit, the Department implemented use of these vehicles at select parks on a trial basis in early FY 2012 (July through October 2011). From this assessment, the use of golf cars and utility vehicles versus full-size vehicles was found to be a much more cost effective, as well as, environmentally sensitive tool in keeping with the natural settings of campgrounds and parks. We also found that they provide a quicker and safer way of accessing crowded areas frequented by adults and children.

In February 2014, an invitation to submit bids for a 2-year golf car and utility vehicle rental contract was issued in accordance with Department of Administrative Services' policy. The bid solicitation was posted on the Division of Purchase and Property's website, the Division of Parks and Recreation's website, and the following construction services' websites: Construction Summary of NH, Infinite Imaging, McGraw Hill Construction, Signature Press and Blueprinting, and Works in Progress. Only one (1) proposal was received and since this 1 proposal did not provide the Department with competitive pricing, the proposal was rejected.

Upon researching the lack of interest in the initial bid invitation, the Department determined greater participation could be achieved if the contract term was extended to 5-years as well as allowing for a larger initial payment to the selected vendor to cover initial costs. Therefore, the Department re-issued an invitation based on this added criteria in April 2014 and the invitation was posted in the same fashion as described above. This time the Department received three (3) proposals and the low bidder, North Country Car, was selected. Attached for your information is a summary of the bids received for this contract. As a result of restructuring the bid criteria to the 5-year term and allowing for a larger initial payment, we were able to achieve a 40% savings.

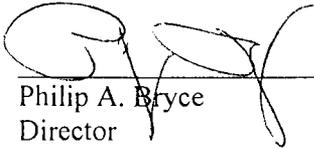


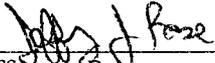
The 5-year contract with North County Golf Car will provide 14 electric and 6 gas-powered golf cars/utility vehicles for 16 park locations. All parts and maintenance shall be provided by North Country Golf Car as well.

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

Respectfully submitted,

Concurred, *JM*

  
Philip A. Bryce  
Director

  
Jeffrey J. Rose  
Commissioner

PAB/JJR/lml



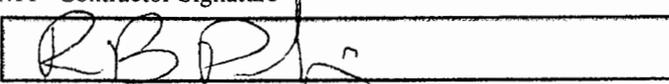
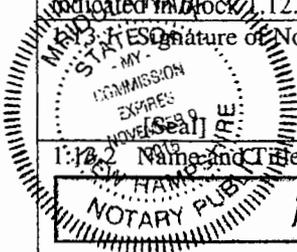
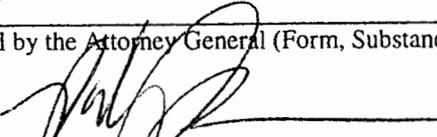
Subject: Golf Cars 5 Year Rental NH State Parks VC#259440 **FORM NUMBER P-37 ( version 1/09)**

**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 Resources and Economic Development		1.2 State Agency Address PO Box 1856, 172 Pembroke Rd. Concord, NH 03302-1856	
1.3 Contractor Name North Country Golf Car, LLC		1.4 Contractor Address 566 Route 3A Bow, NH 03304	
1.5 Contractor Phone Number 603-219-0051	1.6 Account Number 3720-103-502664-35P00216	1.7 Completion Date October 31, 2018	1.8 Price Limitation \$122,520.00
1.9 Contracting Officer for State Agency Edward Mussey, Public Works Project Manager I		1.10 State Agency Telephone Number 603-271-2606 Ext. 404	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory RBRL GM	
1.13 Acknowledgement: State of <u>NA</u> , County of <u>MERRIMACK</u> on <u>5/13/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved 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  Mridula Naik			
1.13.2 Name and Title of Notary or Justice of the Peace MRIDULA NAIK DEP. TOWN CLERK / TAX COLLECTOR			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Jeffrey J. Rose, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <u>llh</u> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>0/3/14</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 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.

## DATA/ACCESS/CONFIDENTIALITY/ RESERVATION.

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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 RESOURCES AND ECONOMIC DEVELOPMENT  
DIVISION OF PARKS AND RECREATION

UTILITY VEHICLE LEASE  
PARKWIDE

EXHIBIT A

The intent of the contract is to provide fourteen (14) electric and six (6) gasoline engine golf cars/utility vehicles for rental, for use by State Park Staff for the transportation of goods, materials, supplies, trash collection and other transportation needs within the State Parks.

**SCOPE OF SERVICES:** Provide electric and/or gas powered utility vehicles as indicated in the Specifications.

- a) Provide twenty (20) utility vehicles, 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 Rental Season shall be upon Governor and Council through October 31, 2018.
- c) All utility vehicles meet all Federal, and State standards for quality and safety requirements.
- d) Rental includes all parts, services, labor, maintenance, and repairs to keep the equipment in good working condition without additional cost to the State.
- e) Rental includes delivery and pickup fees.

State Park delivery locations:

State Park Name	Location	2X4 Electric Carts	2X4 Gas Powered Carts
Bear Brook	157 Deerfield Road, Allenstown	1	
Clough	Everett Road, Weare	1	
Dry River Cmpgrd	1464 US Route 302, Twin Mountain	1	
Ellacoya	280 Scenic Rd, Gilford	1	
Greenfield	52 Campground Rd, Greenfield	2	
Hampton Beach	8 State Park Rd, Hampton	2	
Lafayette Cmpgrd	14 Lafayette Campground Rd, Franconia		1
Lake Francis	439 River Road Pittsburg	1	
Milan Hill	Rt 16, Milan	1	
Monadnock	169 Poole Rd, Jaffrey	1	
Moose Brook	30 Jimtown Road, Gorham	1	
Pawtuckaway	128 Mountain Rd, Nottingham		2
Pillsbury	100 Pillsbury State Park Rd, Washington		1
Umbagog	235 East Rte 26, Cambridge	1	
Wellington	650 West Shore Road, Alexandria		1
White Lake	94 State Park Rd, Tamworth	1	
<b>Total:</b>		14	6

EXHIBIT B

Payments shall be made yearly based upon schedule listed below, not including allowances within the contract, and with an itemized invoice:

June 2014	\$ 51,000
June 2015	17,880
June 2016	17,880
June 2017	17,880
June 2018	17,880
Total:	\$122,520

Total contract shall not exceed: \$122,520

EXHIBIT C

There are no additional provisions to this contract.

# 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 formed on December 8, 2011. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7<sup>th</sup> day of May, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

I, Robert Polish, hereby certify that:  
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of NORTH COUNTRY GOLF CAS, LLC  
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind NORTH COUNTRY GOLF CAS, LLC  
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

[Signature]  
(Contract Signatory - Signature)

5/13/14  
(Date)

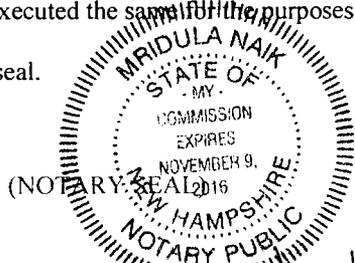
STATE OF NH

COUNTY OF MERRIMACK

On this the 13<sup>th</sup> day of MAY 20 14, before me MRIDULA NAIK  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared ROBERT B POLISH, known to me (or  
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Mridula Naik  
(Notary Public / Justice of the Peace -Signature)

Commission Expires: 11/9/2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/5/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES COVERED. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Poulos Insurance, Inc. 36 South River Road Bedford NH 03110		CONTACT NAME: Donna Smith PHONE (A/C No. Ext): (603) 645-8600 E-MAIL ADDRESS: dsmith@poulosinsurance.com	
INSURED North Country Golf Car, LLC 566 Route 3A Bow NH 03304-3214		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Peerless Indemnity	NAIC # 18333
		INSURER B: Liberty Mutual Insurance	23035
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 13-14 Master      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CBP8943941	7/1/2013	7/1/2014	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>					MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
b	AUTOMOBILE LIABILITY			BA8944141	7/1/2013	7/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							Medical payments	\$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CU8944341	7/1/2013	7/1/2014	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		<input checked="" type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The State of New Hampshire, its Agencies, and its agents and employees are Additional Insured under the general and excess liability sections provided a written contract, agreement or permit to such exists prior to a loss.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Resources and Economic Development 172 Pembroke Rd Concord, NH 03302-1856	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Joscelyn Beaudin/JOSB <i>Joscelyn Beaudin</i>

## Lavoie, Leanne

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**From:** Lavoie, Leanne  
**Sent:** Thursday, July 10, 2014 1:11 PM  
**To:** Mussey, Edward  
**Subject:** Golf Car/Utility Vehicle Contract Amendment for North Country Golf Car, LLC  
**Attachments:** North Country Golf Car Contract Amd (Golf Car and UV Rental) FY15.doc

Hi Ed,

The attached amendment has been reviewed and approved by Tom Martin and Nancy Cramton. If it meets with your approval as well, please send along to the vendor for signature. We will also need a new Certificate of Vote and Insurance Certificate (the copy I have has expired). Please let me know if you have any questions.

Leanne

### **Leanne M. Lavoie**

Program Specialist (*Contract, Legislation and Rule Manager*)  
NH Department of Resources and Economic Development  
172 Pembroke Road – PO Box 1856  
Concord, New Hampshire 03302-1856  
603.271.3727 Ext. 418  
603.271.2629 (fax)  
[leanne.lavoie@dred.nh.gov](mailto:leanne.lavoie@dred.nh.gov)

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