

**STATE OF NEW HAMPSHIRE TREASURY
REQUEST FOR PROPOSAL FOR TRUSTEE AND PAYING AGENT SERVICES**

The New Hampshire Treasury is soliciting bids from selected qualified banks to serve as trustee and paying agent for its general obligation and turnpike system revenue bond programs.

Introduction

The New Hampshire Treasury (the “Treasury”) invites qualified providers of corporate trust services to submit proposals for trustee and paying agent services for its general obligation and turnpike system revenue bond programs to begin July 1, 2010 in accordance with the terms of this Request For Proposals (“RFP”). There is no obligation for the Treasury to reimburse responding firms for any expenses of any kind incurred in preparing proposals in response to this RFP or travel if any, for interviews should they be required with the Treasury staff.

Proposals are due to the Treasury on March 23, 2010 at 4:30 PM, local Concord, NH time. Proposals received after this date and time cannot be considered for a contract award. The Treasury reserves the right to reject any and all proposals submitted with no reason disclosed. The Treasury reserves the right to amend, modify or withdraw this request and to waive or revise any requirements of this request. The Treasury requests that responses be limited to a maximum of 10 pages to properly respond to this RFP and to present the firm’s credentials. The Treasury expects to select a firm by April 15, 2010. The award of this contract will be subject to the review and approval of the New Hampshire Attorney General and the Governor and Executive Council.

All proposals will be considered valid for at least sixty (60) days from the deadline for submission.

During the evaluation process, the Treasury reserves the right, where it may serve the Treasury’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Treasury, firms submitting proposals may be requested to make oral presentations at its office as part of the evaluation process. The Treasury may also request to make site visits prior to selection of a firm. The Treasury reserves the right to negotiate further with the selected firm.

The Treasury will retain all proposals submitted. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in writing.

General Obligation Bonds

Attached as Attachment B please find a listing of the currently outstanding general obligation bonds for which paying agent services are being requested. Please note that some of the outstanding general obligation bonds, originally issued as “College Savers” were issued in certificated form.

Turnpike System Revenue Bonds

Attached as Attachment C please find a listing of the currently outstanding turnpike system revenue bonds for which trustee and paying agent services are being requested.

Please find a copy of the general bond resolution for the turnpike system on our web site at

http://www.nh.gov/treasury/Divisions/DM/Turnpike_Amended_BondResolution.pdf for your reference. Additionally please find a copy of our forward supply contract for the turnpike's debt service account at

<http://www.nh.gov/treasury/Divisions/DM/DebtServiceFSA.htm>.

Qualifications

In accordance with the turnpike system's general bond resolution, the trustee shall be a bank or trust company organized and doing business under the laws of the United States of America or of any state or territory or of the District of Columbia, be authorized under such laws to exercise corporate trust powers and be subject to supervision or examination by federal, state, territorial or District of Columbia authority. The trustee shall have a combined capital and surplus of not less than One Hundred Million Dollars (\$100,000,000). So long as it acts as bond registrar on any series of bonds the Trustee shall be registered as a transfer agent with the Securities and Exchange Commission.

Duties and Responsibilities of Trustee/Paying Agent for the New Hampshire Turnpike System

1. To establish and maintain various trust funds established under the turnpike system's general bond resolution including but not limited to:
 - a. Turnpike System Revenue Bond Debt Service Account (including an interest and principal subaccount)
 - b. Turnpike System Revenue Bond Rebate Account
 - c. Turnpike System Revenue Bond Debt Service Reserve Account
 - d. Turnpike System Special Redemption Service Reserve Account
2. To receive from the state and properly account for any funds received at the closing of a bond issue.
3. To receive from the state and allocate to the appropriate accounts any periodic payments of principal and interest.
4. The trustee/paying agent will confirm the principal and interest amounts which are due. The bonds are issued in book-entry form and registered in the name of Cede & Co. as the representative of DTC. The trustee/paying agent will pay principal and interest by wire transfer on the due date. The trustee/payment agent will pay to the DTC sufficient funds to pay principal of and interest on the outstanding Bonds when due.
5. The Trustee/paying agent will submit to the Treasury a monthly statement which shows the transactions in all accounts including interest earned.
6. In the event that the Treasury chooses to defease any or all of the bonds, the trustee/paying agent will establish an account to hold government securities for

- the purpose of paying principal of an interest on the defeased Bonds and to meet any reporting requirements.
7. The trustee/paying agent will maintain adequate and auditable records of the bonds issued that will allow principal and interest payments to be properly tracked and monitored by the state.
 8. The trustee/paying agent will provide at the direction of the Treasury any and all reports needed to monitor compliance with federal arbitrage rebate reporting requirements.
 9. Provide to the Treasury once per year an invoice for all services performed under this contract.

Duties and Responsibilities of Paying Agent for New Hampshire General Obligation Bonds

1. To receive from the state and allocate to the appropriate accounts any periodic payments of principal and interest.
2. The paying agent will confirm the principal and interest amounts which are due. The bonds are issued in book-entry form and registered in the name of Cede & Co. as the representative of DTC. The paying agent will pay principal and interest by wire transfer on the due date. The paying agent will pay to the DTC sufficient funds to pay principal of an interest on the outstanding Bonds when due. Some bonds were originally issued as “college savers” which are certificated bonds and for which principal and interest is only paid at maturity.
3. The paying agent will submit to the Treasury a monthly statement which shows the transactions in all accounts including interest earned.
4. In the event that the Treasury chooses to defease any or all of the bonds, the paying agent will establish an account to hold cash and/or government securities for the purpose of paying principal of and interest on the defeased Bonds and to meet any reporting requirements.
5. The paying agent will maintain adequate and auditable records of the bonds issued that will allow principal and interest payments to be property tracked and monitored by the state.
6. Provide to the Treasury once per year an invoice for all services performed under this contract.

Proposal Submission

Proposals shall be prepared and submitted in accordance with the following terms:

1. Please give a brief description of the Bank including the name and address. Describe your trust operations and how you would provide services to the Treasury, including:
 - a. Which office will perform the work and where that office is located.
 - b. Specify the professionals, including brief biographies and qualifications, who would be assigned to this account.
2. Please describe the Bank’s policy with respect to how funds are invested in the absence of specific direction; this refers to all trust funds held by the Bank as

- bond trustee. Describe any charges or fees related to the investment of funds held in trust accounts. If your firm recommends a particular money market fund to invest cash please report the annualized yields for the past 1, 3 and 5 years.
3. Outline your process for reviewing legal documents. Please identify three law firms you would propose to employ or indicate the use of in-house counsel. If an outside counsel is used please indicate the not to exceed limit for each bond transaction.
 4. What experience does your firm have administering investment agreements for debt service reserve funds and debt service accounts.
 5. Please provide information sufficient to show that you are qualified to perform the duties as trustee in accordance with section 5.1 of the general turnpike bond resolution relative to organizational and financial status.
 6. Please provide four references, two of which should be general obligation bond issuers for whom your firm provides paying agent services and two of which should be revenue bond issuers for whom your firm provides trustee and paying agent services.
 7. Please provide a draft of the agreement you propose the Treasury sign in relation to the services provided. Attached please find a copy of the state's standard agreement (Form P-37) which will be signed in an addition to any other documentation required by the Bank.
 8. Completion of the pricing schedule (Attachment A)

Proposals should include a cover letter containing the name, business address and telephone number of the individual who will be the proposer's primary contact person. The letter should be signed by a member of the proposer's firm who is authorized to bind the proposer and who will be directly responsible for the engagement(s).

At its discretion, the Treasury may hire one firm for all required services or two firms to split the duties of paying agent for general obligation bonds and another to serve as trustee/paying agent for the turnpike system revenue bonds. The Treasury expects this to be a five year contract with two – two year optional renewal periods.

Certifications and Additional Information Required

As a condition of contract award, the firm must furnish or agree to complete the following items. Vendors responding to this RFP are expected to have already met these requirements, be in the process of fulfilling them at the time of response, or prepared to meet them upon bid selection. You will be asked to indicate which is the case relative to these requirements in your response.

1. State of New Hampshire Vendor Application and W-9 Form Vendors must have a completed Vendor Application and a W-9 Form must be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee):
www.admin.state.nh.us/purchasing/bids.asp.

2. Certificate of Good Standing / New Hampshire Secretary of State Registration
Prior to award of a contract, a vendor must be duly registered as authorized to conduct business in the State of New Hampshire and must furnish a Certificate of Good Standing dated after April 1, 2010, from the Office of the Secretary of State of New Hampshire. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees: <http://www.nh.gov/sos/corporate>

3. Certificate of Authority / Signature Authority. Typically a corporate resolution indicating the officer(s) of the firm possessing the authority to enter into contracts with the State of New Hampshire.

4. Standard Contract Terms and Conditions - State of NH Form P-37
By submitting a proposal, the vendor agrees to the State of New Hampshire's terms and conditions listed under the heading "GENERAL PROVISIONS" in the attached PDF version of the P-37 Form. The selected vendor will be required to execute a P-37 in order to enter into a contract with the State.

Selection Criteria

Proposals must be complete and responsive to all sections of the RFP. All proposals received by the deadline will be reviewed. Proposals that do not fulfill all program requirements or omit any of the proposal contents may be rejected. The selection of Trustee/Paying Agent/Registrar will be made upon review of the following factors:

- ◆ Qualifications, experience of institution to providing services of the type required by the RFP. (30% of overall rating factor.)
- ◆ Understanding the scope of services and providing reporting requirements. (15%)
- ◆ References. (15%)
- ◆ Fees to be charged by the Bank. (40%)

Proposal Deadline and Submission

Proposals must be received no later than 4:30 p.m. on March 23, 2010. Proposals should be addressed to:

Rachel Miller
Chief Deputy State Treasurer
State of New Hampshire Treasury
25 Capitol Street, Room 121
Concord, NH 03301

Please submit the proposal via e-mail to rmiller@treasury.state.nh.us and mablowich@pragny.com.

Inquiries

Any inquiries concerning the RFP should be directed to:

Rachel Miller
Chief Deputy State Treasurer
State of New Hampshire Treasury
25 Capitol Street, Room 121
Concord, NH 03301
Email: rmiller@treasury.state.nh.us

The Treasury reserves the right to circulate all inquiries and responses to the inquiries to all proposers.

Attachment A – Fee Structure

Name of Firm: _____ Date: _____

Fees – please state your fee structure including up-front and annual fees per series and other additional costs or expenses. Include the breakdown of how the fees are to be determined.

A. Annual Fee per Series of Bonds Issued:

B. Specific (per transaction) Charges:

C. Misc. Charges:

D. Additional Fees:

(please detail)

E. Trustee’s Counsel costs:

F. Comments: (please attach additional page(s) if necessary)

Signature, Name, Title

Attachment B
 State of New Hampshire
 Outstanding Debt List

Description	Maturity Date	General Obligation Debt Outstanding @ 6/30/09 - *	Due from Refunding Escrows	Final Accreted Interest (Zero coupon bonds)	Total Outstanding @ 6/30/09 - *	
\$75,000,000 G O Refunding Bonds 2009 Series C	2029	\$75,000,000			\$75,000,000	
\$50,000,000 G O Refunding Bonds 2009 Series B	2017	\$50,000,000			\$50,000,000	
\$29,800,000 G O Refunding Bonds 2009 Series A	2018	\$29,800,000			\$29,800,000	
\$149,580,000 G O Capital Improvement Bonds 2008 Series C	2028	\$149,580,000			\$149,580,000	
\$30,000,000 G O Capital Improvement Bonds 2008 Series B	2028	\$28,200,000			\$28,200,000	
\$56,320,000 G O Refunding Bonds 2008 Series A	2025	\$56,320,000			\$56,320,000	
\$75,000,000 G O Bonds Series 2008 A	2027	\$70,500,000			\$70,500,000	
\$121,885,000.00 Refunding Bonds - 2006	2020	\$121,885,000			\$121,885,000	
\$ 75,000,000.00 Capital Improvement Bonds - 2006	2026	\$66,000,000			\$66,000,000	
\$75,000,000.00 Capital Improvement Bonds - 2005	2025	\$61,500,000			\$61,500,000	
\$42,800,000.00 Capital Improvement Bonds - 2004	2015	\$25,680,000			\$25,680,000	
\$15,000,000.00 Capital Improvement Bonds - 2004	2025	\$11,400,000			\$11,400,000	
\$80,000,000.00 Capital Improvement Bonds - 2003	2024	\$43,200,000	\$12,800,000.00		\$56,000,000	
\$ 46,750,000.00 Refunding Bonds - 2003	2011	\$16,225,000			\$16,225,000	
\$ 10,000,000.00 Capital Improvement Bonds - 2002	2022	\$5,660,000	\$740,000.00		\$6,400,000	
\$49,465,000.00 Refunding Bonds - 2002	2016	\$20,840,000	\$820,000.00		\$21,660,000	
\$100,000,000.00 Capital Improvement - 2001	2021	\$22,000,000	\$36,000,000.00		\$58,000,000	
\$90,000,000.00 Capital Improvement Bonds - 2000	2011	\$14,400,000	\$32,400,000.00		\$46,800,000	
\$20,290,246.94 Capital Improvement Bonds - 1997	2017	\$7,159,057		\$9,864,943	\$17,024,000	College Savers
\$25,000,088.31 Capital Improvement Bonds - 1995	2015	\$3,268,137		\$6,269,863	\$9,538,000	College Savers
\$25,551,459.78 Capital Improvement Bonds - 1994	2014	\$5,312,078		\$10,083,922	\$15,396,000	College Savers
\$20,516,272 Capital Improvement Bonds - 1993	2012	\$3,215,161		\$5,800,839	\$9,016,000	College Savers
\$14,534,059.98 Capital Imprvmnt Bonds - 1991 (Zeros)	2011	\$1,805,214		\$4,549,786	\$6,355,000	College Savers
\$59,999,998.29 Capital Imprvmnt Bonds - 1990	2010	\$4,210,930		\$12,427,070	\$16,638,000	College Savers
Totals		\$893,160,577	\$82,760,000	\$48,996,423	\$1,024,917,000	

* - Bonds outstanding as of 6/30/2009 except for new issues in FY 2009, outstanding as of 12/31/2009.

Attachment C
 State of New Hampshire
 Outstanding Debt List

Description	Maturity Date	Turnpike Debt Outstanding @ 12/31/09	Due from Escrows	Total Outstanding @ 12/31/09
\$67,215,000.00 Turnpike Refunding Bonds - 2009	2021	\$67,215,000		\$67,215,000
\$150,000,000 Turnpike Revenue Bonds - 2009	2039	\$150,000,000		\$150,000,000
\$39,425,000.00 Turnpike Refunding Bonds - 2006	2015	\$26,915,000		\$26,915,000
\$94,125,000 Turnpike Refunding Bonds - 2003	2024	\$83,315,000		\$83,315,000
\$84,865,000 Turnpike Refunding Bonds - 2002	2020	\$59,905,000		\$59,905,000
\$ 6,085,000 Turnpike Revenue Bonds - 1999-TERM	2019	\$0	\$6,085,000	\$6,085,000
\$83,915,000 Turnpike Revenue Bonds - 1999-SERIAL	2029	\$2,170,000	\$64,135,000	\$66,305,000
Totals		\$389,520,000	\$70,220,000	\$459,740,000

Subject: Test **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 <div style="border: 1px solid black; height: 25px; width: 100%;"></div>		1.2 State Agency Address <div style="border: 1px solid black; height: 25px; width: 100%;"></div>	
1.3 Contractor Name <div style="border: 1px solid black; height: 25px; width: 100%;"></div>		1.4 Contractor Address <div style="border: 1px solid black; height: 25px; width: 100%;"></div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	1.6 Account Number <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	1.7 Completion Date <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	1.8 Price Limitation <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; height: 25px; width: 100%;"></div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; height: 25px; width: 100%;"></div>	
1.11 Contractor Signature <div style="border: 1px solid black; height: 25px; width: 100%;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; height: 25px; width: 100%;"></div>	
1.13 Acknowledgement: State of , County of On , 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]			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; height: 25px; width: 100%;"></div>			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; height: 25px; width: 100%;"></div>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
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.

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 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.