

UNIVERSITY SYSTEM OF NEW HAMPSHIRE

USNH Purchasing & Contract Services
11 Brook Way
Durham, NH 03824-3509
Phone: 603/862-2896
Fax: 603/862-3390
Web Site: www.unh.edu/purchasing

This page MUST be faxed to the USNH Purchasing Office IMMEDIATELY!

REQUEST FOR PROPOSAL

July 9, 2014

RFP Number: 11988-0001

Due Date & Time: 7/24/2014 at 11:00 a.m.

Project Description: Communications and Media Services for UNH Sustainability Institute

Returning this form will indicate your intention on submitting a proposal and ensure we have correct information for future correspondence regarding this project.

Will submit proposal ☐

Will not submit proposal ☐

(Please Type/Print Legibly)

Firm

Contact Person

Email

Business Address

Phone

Fax

Please fax this page to: 603/862-3390.

pc

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Communications and Media Services for UNH Sustainability Institute

Request for Proposal. This is not an order. The University System of New Hampshire reserves the right to reject any or all proposals and to waive any formalities in the proposal process. By responding to this solicitation, the respondent (or responding firm) acknowledges that, subject to the provisions of the New Hampshire RSA 91-A, also called "NH's Right to Know Law", all documents submitted as part of the response are public records after the issuance of an award, unless otherwise stated herein.

Proposals are to be sealed with the RFP number clearly marked on the outside of your envelope. Proposals must be received by the USNH Purchasing Office prior to the date and time. Firms are encouraged to confirm the receipt of their proposal submission prior to the due date.

Proposals will be opened in the USNH Purchasing Office at the time and date indicated above.

Fax responses will not be acceptable.

Respondents List of Proposal Results:

Please visit our web site at www.unh.edu/purchasing/bid-results.html. Results are generally made available within three (3) business days after the due date. Time frame may vary depending on the complexity of the proposals and number of responses.

Holiday Closing: N/A

UNH Inclement Weather Policy:

It is the University's policy to declare curtailed operations when the most severe weather conditions are expected or experienced. You may call the UNH Storm Hotline at 603/862-0000 to learn if the University is open or if curtailed operations are in effect. Any events scheduled for a day when curtailed operations have been declared will be postponed until the next business day at the same time as originally scheduled.

Deborah Hudson

Deborah Hudson,
Purchasing Agent

/pc

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REQUEST FOR PROPOSAL
Communications and Media Services for UNH Sustainability Institute
for the
University System of New Hampshire

1. INTRODUCTION

1.1 Purpose

The University System of New Hampshire (hereafter referred to as USNH or Owner) representing the UNH Sustainability Institute (UNHSI) is requesting proposals for Communications and Media Services for UNHSI's programs.

1.2 Contract Period

It is USNH's intent that any contract resulting from this request for proposal will be for three (3) years. However, the initial contract period will be for one (1) year with the option for two (2) one (1) year renewals with the mutual consent of USNH, and the Firm. Each one (1) year renewal will be contingent upon approved program budget. The effective date for the initial contract period will be August 1, 2014 through July 31, 2015.

1.3 Contact(s)

The contact (owner's agent) for this request for proposal is Deborah Hudson. All questions concerning this request for proposal must be submitted in writing via email to deb.hudson@usnh.edu or faxed to 603-862-3390. **Any communication regarding this proposal between firms and University personnel and/or evaluation committee members is prohibited, unless previously authorized by the aforementioned agent or his/her designee.**

1.4 USNH Terms and Conditions

Terms and conditions are available on the USNH Purchasing & Contract Services web site at www.unh.edu/purchasing/forms.html. By responding to this solicitation, the Firm acknowledges that s/he has read, understands and accepts the USNH's terms and conditions.

1.5 Department/Campus Information

Please visit the following sites for detailed information relative to all campuses mentioned in "Purpose":

UNH-Durham www.unh.edu
UNH-Sustainability Institute www.sustainableunh.unh.edu

1.6 Sustainability Statement

USNH and the UNHSI strive to conduct business in a sustainable and energy efficient manner. This is an effort to balance economic priorities with environmental health and human health. USNH will, when economically feasible, do business with companies that can further our sustainable objectives. We are interested in receiving environmental mission statements or information about any programs or policies that have to do with sustainable issues. These programs or policies can be, but are not limited to, buying locally grown or produced products, organic and all-natural products, reducing, reusing and recycling resources, disposal of organic and other solid waste, conservation efforts in regards to transportation, energy and water, reduced packaging, "green" cleaning, disposal of hazardous waste, and/or giving back to the community. USNH also prefers to purchase items with Energy Star™ ratings. If applicable, please include as part of your proposal, pertinent information in reference to any sustainable and/or energy efficient practices and products offered by your Firm.

1.7 RFP Timeline (actual dates may vary slightly based upon individual circumstances):

RFP Release	07/09/2014
Deadline for Written Questions	07/15/2014 at 12:00 p.m. (noon)
Issue Response to Questions	07/17/2013
Proposals Due	07/24/2014 at 11:00 a.m.
Finalist Interviews (if necessary)	Please reserve 7/29/2014
Award Decision by	07/30/2014
Contract Signed/Effective	08/1/2014 or another mutually agreeable date

1.8 Access to Information on the Web

The RFP references internet links where forms and other information are available. If you do not have access to the Internet, notify the RFP contact (listed in Section 1.3) for copies.

2. SCOPE OF WORK/TECHNICAL SPECIFICATIONS

2.1 Goals

The UNHSI has a comprehensive, effective communications and media process, and is looking to obtain qualified, cost effective, communications and media services for the purpose of:

- 2.1.1 Continuing to build awareness and relationships in the sustainability field and with media for the UNHSI and its brand.
- 2.1.2 Raising its position in the field as a knowledge leader for sustainability and higher education expertise.
- 2.1.3 Enhancing its capacity to serve as a backbone organization for state, regional, and national networks.
- 2.1.4 Customizing targeted communications strategies and processes around key sustainability thematic areas and projects, including food systems and climate and energy systems.
- 2.1.5 Developing strategic plans and results measurement as requested.

2.2 Required Services

Firms looking to meet the requirements of this RFP are required to develop comprehensive communications strategies and products that meet the above goals during the contracted period. The UNHSI is requesting that that you provide us with the following information so that we can make an informed decision:

- 2.2.1 Samples of work that demonstrate results driven strategies and products in the sustainability field.
- 2.2.2 An example of how your firm interfaces with universities and multi-sectorial partners.
- 2.2.3 An example of your firm's process for and implementation of targeted campaign development and implementation.
- 2.2.4 Examples of sustainability-related campaigns, particularly related to food systems and climate and energy.
- 2.2.5 Examples of participatory design of network communication strategies and products that facilitate effective communications across diverse and disperse partners

2.3 About UNHSI and the Field

Home to the nation's oldest endowed program, sustainability has long been a core value of the University of New Hampshire. It shapes our culture, informs our behavior, and is a guiding principle of everything we do. The Sustainability Institute was developed to reflect this belief system, and act as **convener, cultivator and champion of sustainability** on campus, in the state and region, and around the world.

Since our inception in 1997, our mission has been to collaborate with faculty, staff, students and external partners to integrate sustainability across UNH's curriculum, operations, research and engagement. We strive to bring people and ideas together to make UNH a model sustainable learning community that engages with our state, region, and national and international partners to advance sustainability.

2.4 Firm Responsibilities

The firm is expected to deliver the Required Services in a timely manner, create and agree upon a minimum level of service and frequency of content generation, and be available for communication with the UNHSI during a reasonable period of time and immediacy.

2.5 UNHSI Responsibilities

The UNHSI will provide the Firm with the necessary contacts and personnel to assist the Firm in meeting the above requirements. The UNHSI will communicate new service, event, and program updates to the Firm in a timely manner.

2.6 Deliverables:

2.6.1 The UNHSI plans communications based on individual projects. As each of these projects arise, a project plan and budget will be developed in conjunction with the awarded firm and the UNHSI. We are anticipating that all projects will be billed on a time and materials basis from a price schedule provided in response to the RFP. Pricing should be listed as either hourly rates or flat fees. Below are some of the deliverables required for each project:

2.6.1.1 UNHSI

- Develop communications tactics in partnership with UNHSI and UNH Communications and Public Affairs (CPA) that align with the UNHSI communications plan and audience priorities. Examples of tactics include report and briefing development and dissemination, including graphic design and layout; video development; public relations campaigns; social media campaigns; article and blog development and toolkits; presentation templates and content; press release content; website content, including interactive features like maps; communications materials for targeted audiences like prospective students, parents and donors; etc.
- Provide sub-brand strategies for multiple initiatives and campaigns, including but not limited to Climate Solutions New England, the Climate Fellows Program, the Campus Carbon Calculator, NH Farm to School, etc. Examples of tactics include sub-brand logos, talking points and websites; sub-brand PR campaigns; sub-brand video and other electronic tactics; etc.
- Develop measurement and results for each campaign.
- Update UNHSI communications audit and plan as needed, including facilitating discussions of key on and off-campus stakeholders on UNHSI communications.
- Attend face to face meetings and calls as needed.

2.6.1.2 Food Solutions New England

- Expand the New England Food Vision website (to be launched Sept. 2014 in Drupal) to provide increased features, including an interactive platform to support collaborative network effectiveness
- Design toolkits to support the rollout of the New England Food Vision report across New England, including talking points, presentation templates, social media posts, announcements, and handouts
- Provide strategic communication and media direction for events related to the New England Food Vision report rollout
- Provide social media strategy and guidelines
- Attend face to face meetings as needed

2.6.1.3 New Hampshire Food Strategy

- Design a logo for the NH Food Strategy
- Design and launch a fully responsive website for the NH Food Strategy using a Drupal content management system
- Provide graphic design for print publications including infographics, a research report, and the NH Food Strategy final document
- Attend face to face meetings as needed

Note: All pricing for projects should be based on industry standards.

- 2.6.2 Billing for travel should only include hours spent in face to face meetings, not total travel time. (As a public institution UNH anticipates Consultants will reasonably follow UNH per diem rates.) If applicable, USNH shall reimburse Firm for any travel and per diem expenses (in accordance with the then current USNH travel policies found at:
- <http://finadmin.usnh.edu/Travel/Pages/default.aspx> (Incurred by Firm's personnel in the provision of such services to USNH).

2.7 UNHSI Links – Additional Information

The following links are provided to assist Firms in preparing their proposals:

- 2.7.1 UNH Sustainability Institute link:

<http://www.sustainableunh.unhe.edu>

- 2.7.2 Sub-brand links:

- Food Solutions New England: <http://www.foodsolutionsne.org>
- New Hampshire Food Strategy: <http://foodsolutionsne.org/new-hampshire-food-strategy-development-process>
- Climate Solutions New England: <http://www.climatsolutionsne.org>
- Climate Fellows Program: <http://www.sustainableunh.unh.edu/climatefellows>
- Campus Carbon Calculator: <http://www.sustainableunh.unh.edu/calculator>

3. REQUEST FOR PROPOSAL INSTRUCTIONS/INFORMATION

3.1 Overview of Proposal Process/Timeline

- 3.1.1 **Solicitation Release.** The solicitation is available on the web at <http://www.unh.edu/purchasing/bid-docs.html>
- 3.1.2 **All questions concerning this request for proposal must be submitted in writing via email to deb.hudson@usnh.edu or via fax to 603-862-3390.** All questions must be received by the Deadline for Questions (stated in Section 1.7). Questions received after the deadline will not be answered.
- 3.1.3.1 **Questions will be answered only via written addenda.** All addenda are published on the web at <http://www.unh.edu/purchasing/bid-docs.html>.
- 3.1.3.2 **It is the responsibility of the Proposer to verify that s/he has reviewed all addenda and other required documentation.**
- 3.1.3 Proposals are due by the date/time specified in Section 1.7. Proposals will be opened at that time. Late proposals will not be considered.
- 3.1.4 All proposals will be reviewed and evaluated by the evaluation committee, which will consist of members from the UNH Sustainability Institute and USNH Purchasing.
- 3.1.5 Finalists may be asked to come to UNH to discuss their proposals further with the evaluation committee. The evaluation committee will decide if such presentations are necessary. If presentations are necessary they will take place according to the schedule in Section 1.7.
- 3.1.6 The evaluation committee shall make its selection by the date listed in Section 1.7.
- 3.1.7 It is expected that a contract will be signed and become effective by the date listed in Section 1.7 or another mutually agreeable date.

3.2 General Instructions

- 3.2.1 Contact with or visitation with personnel at any campus regarding this request for proposal may not be made by the Firm's personnel without the prior approval of the USNH Agent/Manager or his/her designee.
- 3.2.2 Any oral information received from the evaluation committee or any other USNH personnel will not alter or change this request for proposal.
- 3.2.3 Proposals may be hand delivered or mailed. **Faxed responses are not acceptable.**
- 3.2.4 Submit one original (hard copy) and one electronic copy (on a CD or flash drive, as a single document, in PDF format) to accommodate electronic imaging in a sealed package by 7/24/2014 at 11:00 a.m. Package should be clearly marked "RFP#11988-0001, Communications and Media Services for UNH Sustainability Institute". The CD should be clearly labeled with the respondent's name and "RFP#, Communications and Media Services for UNH Sustainability Institute". Package should be addressed as follows:

Deborah Hudson, Purchasing Agent
USNH Purchasing & Contract Services
11 Brook Way
Durham, NH 03824-3509

- 3.2.5 By responding to this request for proposal the Firm acknowledges that s/he has read and understands the information contained within this request for proposal and has taken the contents into account in the preparation of the proposal.
- 3.2.6 The cost for developing proposals shall be absorbed by the Firm.
- 3.2.7 USNH considers all terms and conditions to be accepted unconditionally by a Firm unless written exceptions are made to specific clauses of this request for proposal. Such exceptions may, however, be used as a basis for rejection of the proposal.
- 3.2.8 Failure of a Firm to follow the instructions of this request for proposal may result in rejection of the Firm's proposal.
- 3.2.9 The Firm certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, have been declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Firm cannot certify this statement, attach a written explanation for review by the USNH.
- 3.2.10 In the case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

3.3 Format & Contents of Proposal

- 3.3.1 Proposals should address all sections of this request for proposal. The proposal must be in sufficient detail to allow the evaluation committee the ability to evaluate the submission. Submissions must follow the same sequence and numbering scheme used in this request for proposal.
- 3.3.2 Provide the following information in a tabbed format:

Tab 1 Cover Sheet. Clearly identify the Firm submitting the proposal.

Tab 2 Executive Summary. (i.e. cover letter) signed by an authorized officer (no more than three pages).

Tab 3 Schedule of Rates. Each project will be time and materials based.

Tab 4 Staffing & Organization. Provide a description of the Firm's organization and staffing including the names and titles of all personnel who would be assigned to the contract.

Tab 5 Detailed Samples. Provide detailed samples of your Firm's samples of other campaigns, including results that have lasted for more than 1 year.

Tab 6 Owner Requirements. If applicable; provide complete information for any services, information, equipment, or space to be provided by Owner.

Tab 6 Other Information. Provide any other information, which your Firm may choose to reveal to the evaluation committee.

Tab 7 Statement of Qualification. Completed in its entirety.

Tab 9 Unimarket Supplier Registration (Company Profile & Tax Profile). Acknowledgment that your firm has completed the supplier registration.

USNH has implemented an automated E-Procurement, E-Sourcing, and Supplier Registration system hosted by Unimarket. This new system processes electronic bids, orders and payments. Your firm may have already utilized the E-Procurement or E-Sourcing module. To fully capture the efficiencies provided by this new system, firms submitting a proposal must now complete the online supplier registration which includes a Company Profile and a Tax Profile (W9 or W8-BEN forms).

Visit <https://supplier.unimarket.com/app/register/community/USNHUMKT?3> to access the Unimarket site and register as a new supplier if you have never registered with Unimarket before.

Visit <https://supplier.unimarket.com/>, if you are a returning Unimarket-registered supplier, and login using your existing credentials.

Unimarket support is available by phone or email:

Support Phone: (888) 868-5929

Support Email: support@unimarket.com

Tab 8 Sample Contract. If applicable, provide a sample contract.

Tab 9 Financial Statements. Acknowledgement that your firm is willing to comply with the following:

Financial statements are not required to be submitted with your proposal. However, prior to an award, the University may request financial statements from your firm, and/or credit reports or letters from your bank and/or suppliers. If requested, and your firm does not comply with the request, this may be grounds for rejection of your proposal.

Financial statements are considered confidential by the USNH. They will be destroyed when said documents are no longer required.

3.4 Evaluation Committee Rights/Rules of Conduct

- 3.4.1 The evaluation committee expressly reserves the right to reject any and all proposals without penalty, to waive all technicalities and irregularities and deviations of proposals from this request for proposal, to decide whether a proposal does or does not substantially comply with the requirements of this request for proposal, to be the final judge as to which is the best overall proposal, and to award a contract to the Firm whose proposal it considers to be in the best interest to USNH.
- 3.4.2 The evaluation committee reserves the right to award a contract without discussion or negotiation if it determines that such an award will result in fair and reasonable prices and would be the most advantageous to USNH.
- 3.4.3 In the event that the awarded Firm refuses to enter into a contract, his/her proposal will be rejected.
- 3.4.4 Subject to the provisions of the New Hampshire Right to Know Law, RSA 91-A, prior to the issuance of an award the evaluation committee shall treat all proposals received as confidential. After the issuance of an award all proposals shall be public records. If no award is issued and the solicitation is cancelled without intention of reissuance, all proposals shall be public at the time of cancellation. If no award is issued and USNH intends to reissue the solicitation, all proposals shall be confidential until the award is issued or the subsequent solicitation is cancelled without intention of reissuance.

- 3.4.5 Also subject to the provisions of the New Hampshire Right to Know Law, RSA 91-A, the working papers and any other records of the discussions or deliberations of the evaluation committee or any of its members shall be treated as confidential and entitled to either or both of the specific exemptions from public access provided for in RSA 91-A:5, VIII and IX.
- 3.4.6 The evaluation committee will evaluate all proposals against the evaluation criteria listed in this request for proposal and determine which Firm will best meet the needs of USNH.
- 3.4.7 In the event that a contract acceptable to the committee cannot be executed with the top Firm, the committee may eliminate that Firm from further consideration. The committee may then proceed to conduct negotiations and planning sessions with the Firm next preferred among the Firms who have not been eliminated. Such processes will be continued until either an acceptable contract is executed or all proposals have been eliminated.
- 3.4.8 USNH reserves the right to negotiate simultaneously with more than one Firm.

3.5 Evaluation Criteria

- 3.5.1 Evaluation criteria will be based on, but not necessarily limited to the following factors :
1. Overall suitability of the proposal for current and future needs of UNHHSI
 2. Experience of the Firm and its staff
 3. Proposed approach and description of Firm's vision for this project
 4. Response to Section 2. Scope of Work/Technical Specifications
 5. Knowledge and/or expertise in sustainability and network design/communications
 6. Comprehensiveness of proposal
 7. Innovativeness of proposal
 8. Services offered
 9. Ability to deliver service in as short a time as possible
 10. References from other companies/institutions (particularly those in higher education) for which your Firm has provided similar programs
 11. Conformance of proposal to instructions for format and contents of proposal
 12. Environmental impact and cost to the institution
- 3.5.2 Negative findings or judgments on the basis of any one of the above criteria may result in elimination of a given proposal from further consideration.

4. INSTRUCTIONS TO SUCCESSFUL FIRM(S) FOR EXECUTION OF A CONTRACT

4.1 Contract

- 4.1.1 The contact (owner's agent) listed in Section 1.3 will work with the selected Firm's representative(s) to develop a mutually agreeable contract.
- 4.1.2 All terms and conditions (section 1.4) will be taken into consideration when developing the contract as will the specific tasks and deliverables outlined in Section 2, Scope of Work/Technical Specifications.
- 4.1.3 The Awarded firm will sign a USNH Independent Contractor Form <http://www.unh.edu/purchasing/forms.html> and agree to be bound by the applicable Terms and Conditions, prior to providing any Services.

4.2 Contract Terms and Conditions

- 4.2.1 Firm shall guarantee their pricing structure for a specific period of time. If pricing changes, Firm must request increase in writing, and increase must be approved by USNH, in writing, with a minimum of thirty (30) day notice.
- 4.2.2 Extensions

The intent to renew or not to renew the contract by either party shall be filed in writing with the Owner's Agent by June 1st of the current contract year for the succeeding contract year. The Owner's Agent is to be advised if that is not possible.
- 4.2.3 It is USNH's intent that the required negotiation and approvals for any extension will be completed by July 1st of the current contract year for the succeeding contract year. The Owner's Agent will represent USNH during negotiations.

4.3 Contract Termination/Cancellation

- 4.3.1 The Owner may without prejudice to any right or remedy, and after giving the Firm and its sureties written notice, terminate the contract forthwith if any of the following conditions exist:
 - 4.3.1.1 If the Firm should be adjudged bankrupt;
 - 4.3.1.2 If the Firm shall make a general assignment for the benefit of its creditors, or a receiver should be appointed over the property;
 - 4.3.1.3 If the work under this contract shall be abandoned or for deficiencies not corrected within a reasonable time; and,
 - 4.3.1.4 If this contract or any part hereof shall be subcontracted without previous written consent of USNH and the Owner.
- 4.3.2 The Owner reserves the right to cancel the contract awarded to the Firm, if in the USNH's judgment, performance under the contract is unsatisfactory. It is understood, however, that if at any time during the term of the contract performance thereunder is deemed to be unsatisfactory, the USNH shall so notify the Firm and demand that the Firm shall correct such unsatisfactory conditions immediately but not more than ten (10) days from such notification. If such corrections are not made within the allotted time period, USNH may terminate the contract within thirty (30) days of the initial notification date.
- 4.3.3 The contract will automatically terminate at the end of the initial contract period unless both parties agree to a renegotiated optional extension as stated in Section 1.2.
- 4.3.4 Either party may without prejudice to any right or remedy, and after giving the other party thirty (30) calendar days written notice, terminate the contract.

4.4 USNH's Rights and Responsibilities

- 4.4.1 USNH reserves the right to audit those financial records of the Firm, which pertain to the contract at UNH.
- 4.4.2 USNH reserves the right not to enter into a contract if, after reviewing all proposals received, it is determined such a contract would not be in the best interest of the USNH.
- 4.4.3 USNH intends to meet contractual obligations and to treat all Firms fairly

4.5 Firm's Rights and Responsibilities

- 4.5.1 The Firm agrees to maintain records arising from the operation of this contract for a period of two (2) years following its termination or expiration date, unless permission to the contrary is given by the USNH in

writing. The Firm agrees to provide access to its accounting information pertaining to this USNH contract in the event an audit is requested.

- 4.5.2 Elizabeth Farrell and/or Thomas Kelly will be the designated representative for this contract and shall be the official operational contact for the Firm. Questions of conduct, methods, quantity, quality, scheduling, etc. are to be directed to this individual during the term of the contract.
- 4.5.3 The Firm will be responsible for purchasing merchandise and services and executing contracts in its own name and at its own cost and expense and on its own credit.

4.6 Rights Afforded To Both Parties

- 4.6.1 Awarded firm shall indemnify and hold harmless the USNH and its affiliates, trustees, officers, directors, employees and agents from and against any and all liabilities, claims, damages, awards, judgments, costs and expenses (including reasonable attorneys' fees) arising out of its negligent acts or omissions of the negligent acts or omissions of its employees, agents, Firms or affiliates. This section shall survive termination of the contract.
- 4.6.2 If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations at the University/College shall be interrupted or stopped, performance of this contract, with the exception of moneys already due and owing shall be suspended and excused to the extent commensurate with such interfering occurrence, and the expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.
- 4.6.3 The contract shall be governed by and construed in accordance with the laws of the State of New Hampshire. In the event any provision of these terms and conditions shall be declared illegal or unenforceable by a competent court within this jurisdiction the remaining provisions shall remain in full force and effect. Any litigation related to this agreement will be brought and maintained in courts within the State of New Hampshire.
- 4.6.4 Neither party may assign this contract without the written consent of the other party; and any assignment attempted without such consent shall give the other party the immediate right to cancel this contract except that the Firm may assign this contract with the consent of Owner to any subsidiary or affiliate of the Firm or any corporation into which the Firm or its successor may be merged, converted or consolidated, or which may otherwise succeed to substantially all of its assets; but the Firm shall during the term hereof remain liable for its obligation hereunder.

4.7 Insurance Requirements

Within ten (10) business days after the Owner mails, emails, sends a fax transmission or delivers a Notice of Acceptance, Agreement or Purchase Order, or prior to beginning work on campus, whichever is sooner, the successful Firm shall deliver to the Owner the Certificate of Insurance as specified in the USNH Insurance Requirements, available at the following web site: <http://www.unh.edu/purchasing/forms.html> in the Other Forms section. These are the USNH's standard requirements which shall apply unless otherwise specified within this document.

The Firm shall have professional liability insurance of not less than \$2 million, if providing services.

4.8 Payment Bond and Performance Bond (Required on all projects of \$100,000.00 or greater) – Not Used

4.9 Mediation

- 4.9.1 In the event the parties are unable to resolve a dispute, controversy or claim arising under this agreement, then either party may give written notice to the other party of its intention to mediate. Any dispute arising under this Agreement may be settled by mediation in the State of New Hampshire in accord with such procedures as may be acceptable to the parties.
- 4.9.2 If the dispute has not been resolved through mediation within thirty (30) days after the written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall be free to litigate the matter.

- 4.9.3 In the event of any mediation or litigation arising under this Agreement, each party shall be responsible for its own costs and expenses arising therefrom, including any and all attorney's fees. Neither party shall seek reimbursement from the other party.

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STATEMENT OF QUALIFICATIONS

*** FAILURE TO REPLY MAY RESULT IN DISQUALIFICATION OF PROPOSAL ***

1. Firm _____
2. Address, Telephone Numbers and Fax Numbers (toll-free if available) for:
 - a. Principal Place of Business

 - b. Principal Mgr. or Sales Rep.

E-mail address: _____
 - c. Bids

 - d. Order Placement

 - e. Accounts Receivable

3. DUNS Number _____
4. Are you registered with the NH Secretary of State? Yes ☐ No ☐ Date _____
Do you have a current Certificate of Authority? Yes ☐ No ☐ Date _____
5. General Classification of Business or Character of Work Performed _____
6. Doing Business as:

<input type="checkbox"/> Firm	<input type="checkbox"/> Manufacturer	<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Distributor
<input type="checkbox"/> Dealer	<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation

in State of _____ Year Organized _____
7. Does the Contractor or any owner, sales/service representative, or employee, have a personal relationship with any USNH employee (includes all campus locations) (student relationships are not considered)? Yes ☐ No ☐
8. Number of years engaged in this business under present business name _____
If another name, supply details _____

9. Standard Condition of Order: a. Minimum Amount, if any: \$ _____
b. Terms: _____ c. FOB: _____
10. If a Contractor, what categories of work do you perform with your own forces?

11. Major current projects (Include name of project, owner, contract amount, percent complete, and scheduled completion date. Attach separate sheet if necessary.)

12. List any projects completed for the University System within the last five years. (Include name, gross amount, completion date, and owner representative.

13. Has this business ever defaulted on a contract? _____ If "yes", state circumstances.

14. Has this business ever failed to complete any project awarded to it? _____ If "yes", state circumstances.

15. List your major equipment available.

16. List and provide brief resume of key personnel available to manage and supervise.

17. Trade References.

18. List bank with which your company does business. Do you grant permission to a responsible USNH Administrator to contact these banks? Yes ☐ No ☐

19. Name of bonding company and address of agent.

20. If submitted with a proposal, list projects that are similar to this project and/or the major projects completed by this business in the past five years. (Include name of project, owner, contract amount, and completion date. Attach separate sheet if necessary.)

21. Number of full-time employees _____ AA/EEO Employer? _____
22. Does your Concern meet any of the following US Government criteria?
a. ☐ Minority enterprise Concern. A minority enterprise is one that is at least fifty percent owned by minority group members, or in the case of publicly owned businesses at least fifty-one percent of the stock is owned by minority group members. (If checked, indicate ethnic group below)

☐ Black American (not of Hispanic origin)
☐ Asian American

☐ Hispanic American
☐ American Indian/Alaskan Native

- b. ☐ Women Owned and Operated Concern. A business that, regardless of ethnic background is at least fifty percent owned by women members, or in the case of publicly owned businesses at least fifty-one percent of the stock is owned by women.
- c. ☐ Small Business Concern. A business independently owned and operated, not dominant in its field and meets employment and/or sales standards developed by the Small Business Administration.
- d. ☐ Labor Surplus Area Concern. A business located in an area (designated by the US Government, Department of Labor) in which unemployment exceeds the national average.

23. While furnishing goods and services to any unit of the University System of New Hampshire pursuant to any purchase order, contract, or agreement, whether written or oral, the undersigned certifies that his/her company or organization will comply with the provisions of Executive Order 11246, as amended, Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 and Section 503 of the Rehabilitation Act of 1973, as well as all regulations and orders of the Secretary of Labor pursuant to these provisions. Further, the undersigned certifies that his/her company or organization will incorporate by reference in each contract, purchase order or agreement with the University System meeting the appropriate jurisdictional limits the equal employment and affirmative action clauses contained in 41 CFR 60-1.4, 41 CFR 60-250.4, and 41 CFR 60-741.4. The undersigned also certifies that employees of the company or organization have been instructed not to engage in any acts of sexual harassment against students or employees of the University System.

DEBARMENT: The firm certifies, by submitting this Statement of Qualifications, that neither it nor its principals are presently debarred, suspended, proposed for debarment, have been declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the firm cannot certify this statement, attach a written explanation for review by the University.

I certify the above information to be correct and authorize the University System of New Hampshire to investigate all facts contained herein, including facility visitation.

Firm _____

By _____ Date _____

Printed Name _____

Title _____

Address: _____

Phone: _____ Fax: _____

E-mail address: _____