55 International Drive, Portsmouth NH 03801

PEASE DEVELOPMENT AUTHORITY,

An Agency of the State of New Hampshire

REQUEST FOR BIDS

2026 Pickup Truck

Bid# RFB -27-02(A)

Issue Date: October 14, 2026

Due date for bids: November 3, 2026 at 2:00 P.M. (U.S. eastern time zone[1])

[1] New Hampshire observes daylight savings time. *See* N.H. RSA 21:36.

TABLE OF CONTENTS

SECTION 1 – Overview and Schedule 3
SECTION 2 – Requirements and Product Specifications..... 4
SECTION 3 -- Contract Terms and Conditions..... 5
SECTION 4 –Request for Bid Process 7
SECTION 5 – Terms and Conditions 9
SECTION 6 – Award..... 13

SECTION 1 – Overview and Schedule

A. Goal of this Procurement/Business needs:

The Pease Development Authority (herein called the "Authority" or "PDA") is soliciting and accepting Requests for Bids ("RFB" or "Request") for one (1) new, 2026 production year Chevrolet Silverado, GMC Sierra 3500HD, or equivalent pickup truck complete with 8ft. body and separate plow package.

The Authority is a body politic and corporate, and public instrumentality of the State of New Hampshire by virtue of the provisions of New Hampshire RSA chapter 12-G. The purpose of the Authority is to foster and promote the redevelopment of the former Pease Air Force Base ("Pease") and to promote, oversee and integrate the development and conversion of Pease to civilian use, in all respects for the benefit of the economies, environment and quality of life of the City of Portsmouth, the Town of Newington, the seacoast region, and the State of New Hampshire, and for the improvement of their wealth and prosperity, including the creation of employment and other business opportunities. In addition, the Authority oversees Skyhaven Airport in Rochester, New Hampshire. Lastly, the Authority promotes the ports of New Hampshire for the benefit of the seacoast region and all of the citizens of New Hampshire, as well as to promote and develop New Hampshire ports that they remain working ports with due consideration given to the commercial, recreational, and private interests associated therewith. See N.H. RSA 12-G:1; N.H. RSA 12-G:7; and NH RSA 12-G:43.

The resulting contract from this procurement will be for the purchase of one (1) new Chevrolet Silverado, or one (1) GMC Sierra 3500HD or one (1) equivalent make and model pickup truck, complete with 8ft body **a**nd separate plow package. The truck shall be new, 2026-year production, designed and constructed for commercial daily use. The manufacturer must be ISO 9001:2000 certified for design, sale, and manufacturing of commercial utility bodies. A copy of the certification must accompany the bid submittals.

B. Procurement Schedule

The following table provides a schedule of events for this Request through contract finalization and approval. The Authority reserves the right to amend this schedule at its sole discretion and at any time through a published Addendum.

EVENT	DATE	LOCAL TIME
RFB Released (Advertisement)	October 14, 2026	
Vendor Conference (if applicable)	N/A	
Vendor Inquiry Period Ends	October 22, 2026	2:00 PM
Final Authority Responses to Inquiries	October 26, 2026	2:00 PM
Bid Due	November 3, 2026	2:00 PM
Estimated Notification of Selection	November 17, 2026	

C. Vendor Instructions

As used herein

- "Vendor" means a person or entity who offers products or services for sale. "Contractor" as used in this document is synonymous with "Vendor".
- "Request for bids", shall mean this Request, namely the document or communication authored by or on behalf of the Authority to prospective vendors outlining the Authority's requirements for a proposed purchase and soliciting within a designated timeframe bids from prospective Vendors setting forth one or more of the following: the goods to be provided by Vendor, cost, due date for delivery, or other terms of purchase.
- "Selected vendor" means the qualified, responsive, and responsible bidder whose bid has been identified and approved by the Authority as being most advantageous to the Authority.

Interested Vendors must read the entire Request and submit the required documents in the manner specified in the Request. Vendors are responsible for reviewing the most updated information related to this RFB before submitting bids.

Interested Vendors are advised to familiarize themselves with the purchasing-related Bylaws enacted by the Authority's Board of Directors, as may be amended from time to time, and as incorporated herein by reference. Those Bylaws are available by request.

By submitting a bid, each Vendor irrevocably accepts the Authority's requirements, terms, and conditions set forth herein.

SECTION 2 – Requirements and Product Specifications

This procurement requires the Vendor to furnish one (1) new 2026 Chevrolet Silverado, or one (1) new 2026 GMC Sierra 3500 HD, or one (1) new equivalent make and model pickup truck with 8ft. body and plow package per the specifications below. This truck shall be designed and constructed for commercial daily use. The manufacturer must be ISO 9001:2000 certified for design, sale, and manufacturing of commercial utility bodies. A copy of the certification must be included as part of the RFB response.

A. Technical Specifications

The vehicle shall be:

- New 2026 Chevrolet Silverado or 2026 GMC Sierra 3500 HD or new 2026 equivalent make/model (Vendor must include information regarding equivalency in its submission)
- Diesel Powered, 6.61 Duramax
- 8 Cylinder
- Allison transmission w/PTO provision
- Four-wheel drive; single rear wheel
- GVWR or minimum 11,800 lbs.
- Single cab, 8 ft. bed
- Wheelbase of 142 inches
- Primed and painted or gel coated preferably in Red or Black in color, but color choice is not a requirement

- Snow plow prep package
- Skid plates
- 3.42 axle ratio
- Dual alternator. 220-amp primary, 170-amp auxiliary
- LED roof maker lights
- Heated mirrors (part of the convenience package which adds rear defrost)
- Cloth seats

B. Plow Package

The plow package shall consist of:

- Fisher XV2 9'6" or equivalent
- Yellow power coated steel
- Standard ½" x 6" steel cutting edge
- Mount shall be minute mount 2 with 2 plug fleet flex wiring
- Plow dimensions:
    - Full angle 8'6"
    - Full V 8'7"
    - Scoop 8' 2"
    - Blade height at center 31"
    - Blade height at end 39"

C. Delivery

The Pickup truck shall be delivered to PDA Maintenance Division, 7 Lee Street, Portsmouth, NH 03801.

D. Warranty

The manufacturer and Vendor shall warrant and guarantee the equipment and components herein, against defect due to design, material, or workmanship for the standard manufacturers one (1) year warranty from the date of acceptance by PDA.

The warranty shall include all material, labor, expenses, delivery charges, and other incidental charges necessary to properly repair of any defects, at no cost to the Authority, during the warranty period. All replacement parts will be new or equivalent to new in performance. No warranties, express or implied, which arise through the operation of the Uniform Commercial Code shall be disclaimed or modified.

The Bid Form for this RFB is set forth in **Appendix A** and incorporated by reference.

SECTION 3 -- Contract Terms and Conditions

A. Non-Exclusive Contract

Any resulting contract from this procurement will be a non-exclusive contract. The Authority reserves the right, at its discretion, to retain other contractors to provide any of the services or deliverables identified in this procurement or make an award by item, part or portion of an item, group of items, or total bid.

B. New Hampshire Law Applies

This Request, bids submitted in response to this Request, and any contract resulting from this Request shall be governed by the laws of the State of New Hampshire and, to the extent applicable, federal law. Any and all relevant provisions of law required to appear in this Request are hereby incorporated by reference. By submitting a bid, the Vendor irrevocably submits itself to personal jurisdiction in New Hampshire.

C. Standard Contract Terms

The Authority will require the selected Vendor to execute a contract using Authority's terms and conditions attached as **Appendix B**.[2] In no event is a Vendor to submit its own standard contract terms and conditions as a replacement for the Authority's terms in response to this Request. Deviation from the Authority's will be very limited as many of the provisions are required by law or represent longstanding Authority policy and/or practices. Vendor is required to state any exceptions to the terms and conditions in **Appendix B** at the time and as part of the Vendor's bid, failing which any exceptions to the Authority's terms and conditions shall be deemed waived by the Vendor.

The terms of this Request and the selected Vendor's bid will be used to form the terms of any resulting contract. The resulting contract may incorporate some or all of the selected Vendor's bid.

D. Insurance

The selected Vendor will be required to meet the Authority's minimum insurance requirements as outlined in **Appendix C**. The selected vendor will also be required to provide proof of insurance by way of a certificate of coverage satisfactory to the Authority outlining all required lines of insurance coverage, required coverage dollar amounts, that said coverages are primary and noncontributory, and waiver of subrogation. An example insurance certificate is included within **Appendix C**.

E. Indemnification

The resulting contract from this Request shall normally include language consistent with the following indemnification provision:

[2] For clarification, the references to Exhibits A, B and C in Authority's standard terms and conditions set forth in **Appendix B** are references to the required structure of any resulting contract and are not references to sections of (or attachments to) this Request.

The Vendor shall defend and indemnify the Pease Development Authority and the State of New Hampshire, their officers, board members, agents, and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs, and expenses, including without limitation attorneys' fees, consultants' fees, and experts' fees arising out of, or in any manner predicated upon personal/bodily injury, death, or property damage resulting from, related to, caused by (or which may be claimed to be caused by), or arising out of (or which may be claimed to arise out of) the Vendor's performance of its obligations under this Agreement; or which is caused in whole or in part (or which may be claimed to be caused in whole or in part) by any negligent or willful act or omission of the Vendor, its subcontractors, anyone directly or indirectly employed by either the Vendor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnitees without contributory fault on the part of any person, entity, or corporation.
In any and all claims against the Indemnitees or any one of the Indemnitees by any employee of the Vendor, its subcontractors, anyone directly or indirectly employed by an employee or subcontractor of the Vendor, or anyone for whose acts of such employees and subcontractors may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount of damages, compensation or benefits payable by or for the Vendor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefits acts.

In the event that any action or proceeding is brought against the Indemnitees or any one of the Indemnitees by reason of any matter for which the Vendor has hereby agreed to defend and indemnify, the Vendor, upon notice from the Indemnitees or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitees or any one of them as the case may be.

Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of the Pease Development Authority or the State of New Hampshire which is hereby reserved to Pease Development Authority and the State of New Hampshire.

The provisions of this indemnification shall survive the expiration or termination of this Agreement, and the Vendor's obligations hereunder shall apply whenever any one of the Indemnitees incur costs or liabilities described above**.**

SECTION 4 –Request for Bid Process

A. Submission, Deadline, and Location Instructions

Any bid submitted pursuant to this Request, and any questions submitted in response to this Request, must be received by the Authority no later than the time and date specified in the table of Procurement Schedule Section above. Responses may be submitted by U.S. Mail, Delivery Services, or In Person, and must be addressed to:

Pease Development Authority
RFB **27-02(A) Pickup Truck**
Attn: Procurement
55 International Drive
Portsmouth, New Hampshire 03801

and delivered NO later than 2:00 p.m. local time on November 3, 2026. Late submittals will not be accepted or evaluated except for good cause shown as determined in the Authority's sole discretion, which good cause will normally involve both absence of fault of the Vendor and no material bidding advantage gained by the Vendor. The Authority accepts no responsibility for late mail, mislabeled mail, or mail that is not delivered or is undeliverable for whatever reason. Any damage that may occur due to shipping shall be Vendor's responsibility.

B. Content of the Bid

The content of each bid shall be as set forth in **Appendix A**. Vendors must also complete and submit the Statement of Qualifications in **Appendix D**.

Bid packages must consist of one (1) original and three (3) clearly identified paper copies (and, if applicable, one (1) additional copy of the bid with all Confidential Information (see Section 5(G) below) fully redacted) and shall be enclosed in two (2) envelopes (inner and outer), both of which shall be sealed and clearly labeled.

C. Agency Point of Contact/Restriction of Contact with Authority Employees

The sole point of contact for this Request, from the Request issue date until the approval of the resulting contract by the Authority's Board of Directors is:

Toni-Marie Vaughn; bids@peasedev.org ; (603) 766-9284 ("Sole Point of Contact").

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

D. Vendor Inquiries

All informational inquiries concerning this Request, including but not limited to requests for clarifications or questions, shall be submitted via email to the Authority's Sole Point of Contact specified above. Inquiries must be received by the end of Vendor inquiry period (see Procurement Schedule herein).

The Vendor must identify the Request name and the number and include the Vendor's name, telephone number, and e-mail address.

The Authority may consolidate and/or paraphrase questions for sufficiency and clarity. Oral statements, representations, clarifications, or modification concerning the Request shall not be binding on the Authority. Official responses issued by the Authority will be made only in writing in the form of an Addendum to the Request.

In the event it becomes necessary to respond to inquiries or add to or revise any part of the Request prior to the scheduled submittal date set forth above, the Authority shall post any Addenda on the following web site: https://peasedev.org/business-3/bids-and-opportunities. Before your submission and periodically prior to the Request's submittal date, Vendors are reminded to **check the website for any addenda** or other materials that may have been issued affecting the Request.

The Authority will issue responses to properly submitted inquiries on or before the date specified in the Procurement Schedule; however, this date is subject to change at the Authority's discretion. The Authority may, at its discretion, amend this Request on its own initiative or in response to issues raised by inquiries, as it deems appropriate. **In response to requested exceptions to the terms and conditions in Appendix B, the Authority will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. Questions about or requested exceptions to the Request and/or any relevant attachments not raised during the inquiry period are waived**.

E. Vendor Conference or Mandatory Pre-Bid Meeting (if applicable)

There will be no pre-bid meeting scheduled for this Request.

SECTION 5 –Terms and Conditions

A. Titel VI Solicitation Notice

PDA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 225-24d to 225-24d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, or age in consideration for an award.

B. Debarment

If any individual or business entity, or any of its subsidiaries, affiliates, or principal officers, meeting one or more of the circumstances outlined below shall be ineligible for an award under this Request:

(1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
(2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
(3) Has previously provided false, deceptive, or fraudulent information on any document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing of a bid, proposal, or quotation;
(4) Is currently debarred from performing work on any project of the federal government or the government of any state;
(5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
(6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
(7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
(8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
(9) Has failed or neglected to advise the Authority of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment;
(10) Has been convicted of wage theft of its employees within the past 2 years;
(11) Has been convicted of a felony level offense involving worker safety practices within the past 2 years; or
(12) Has been found guilty, within the last 2 years, of misclassification of workers as independent contractors, in violation of department of labor standards and the definition of employee in RSA 281-A:2.

C. Bid Preparation Cost

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

D. Validity of Bid

Bids must be valid for one hundred and twenty (120) calendar days following the deadline for submission of bids in Schedule of Events, or until the effective date of any resulting contract, whichever is later.

E. Request Addendum

The Authority reserves the right to amend this Request at its discretion, prior to the bid submission deadline. In the event of an addendum to this Request, the Authority, at its sole discretion, may extend the bid submission deadline, as the Authority deems appropriate.

F. Non-Collusion

The Vendor's signature on a bid submitted in response to this Request guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Vendors and without effort to preclude the Authority from obtaining the best possible competitive bid.

G. Property of the Authority

All material received in response to this Request shall become the property of the Authority and will not be returned to the Vendor. Upon contract award, the Authority reserves the right to use any information presented in any bid.

H. Bid Confidentiality In Relation to New Hampshire's Right-to-Know Laws

The information submitted in response to this Request (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under New Hampshire's State Constitution and/or New Hampshire's Right-to-Know law set forth in RSA 91-A.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Vendor believes any information submitted in response to this Request should be kept confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the Sole Point of Contact for this Request, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire bid, attachment or section as confidential shall neither be accepted nor honored by the Authority. Vendors must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."

Bid submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Authority as not conforming to the requirements of the bid.

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

Notwithstanding a Vendor's designations, the Authority is obligated under the State Constitution and the Right-to-Know law to conduct an independent analysis of the confidentiality of the

information submitted in a bid. If a request is made to the Authority to view or receive copies of any portion of the bid, the Authority shall first assess what information it is obligated to release. The Authority will then notify the Vendor that a request has been made, indicate what, if any, information the Authority has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the bid. To halt the release of information by the Authority, a Vendor must initiate and provide to the Authority, prior to the date specified in the notice, a Court action in the Superior Court of the State of New Hampshire, at the Vendor's sole expense, seeking to enjoin the release of the requested information.

By submitting a bid, Vendors acknowledge and agree that:

- In the event a public request for information or records is made after a resulting contract is executed, the Authority may disclose any and all portions of the bid or related materials which are not marked by the Vendor as confidential and/or which have not been specifically explained in the letter to the Sole Point of Contact;
- The Authority is not obligated to comply with a Vendor's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your bid; and
- The Authority may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Vendor.

I. Non-Commitment

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

J. Bid Protests/Challenges to Identification of Selected Vendor

Within 5 business days of the Authority's opening of bids, the Vendor shall, in writing, submit a bid protest specifying all points on which the Vendor believes the Authority erred in its process. Any such bid protest shall assert all arguments or issues, together with all supporting legal authority, which Vendor believes support the Vendor's bid protest. All challenges to the Authority's procurement for this Request shall be deemed waived unless timely provided in the aforesaid writing notice. In its request for review, a Vendor shall not submit, and the Authority is not bound to accept or consider any substantive information that was not included in the original bid. The Authority's Sole Point of Contact will respond to any bid protest request within 5 business days of its receipt. If the Vendor is dissatisfied with the response by the Sole Point of Contact, then the Vendor may submit a written appeal, outlining all issues, arguments, and legal authority, to the Authority's Executive Director within 3 business days of receiving the Sole Point of Contact's response. Thereafter, the decision by the Authority's Executive Director shall be rendered within 5 business days. The Executive Director's decision shall be final.

SECTION 6 – Award

Any award of a contract resulting from this Request is contingent upon approval of the Authority's Board of Directors and upon continued appropriation of funding for the contract.

Any contract entered into by the Authority shall be with the lowest responsive and responsible bidder whose bid is most advantageous to the Authority, taking into account qualifications and experience of the Vendor, the quality of the equipment/product/service to be provided, the Vendor's ability to provide ongoing technical support if applicable, the Vendor's timeframe for providing the equipment/product/service and the Vendor's price proposal.

In order to qualify as responsive and responsible, a prospective Vendor will normally be expected to meet the following minimum standards as they relate to this Request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this Request and provide all documentation required of this Request
- The Authority requires that all Vendor-entities who fall under a statutory obligation be registered to do business with the New Hampshire Secretary of State, and in good standing. Or, if the Vendor claims an exemption from registration with the New Hampshire Secretary of State (e.g., N.H. RSA 293-A:15.01(b)), Vendor shall submit an explanation and justification for the Authority's consideration and determination of the applicability such asserted exemption shall be in the Authority's sole discretion. Providing all information and evidence of the foregoing in your bid submission will help streamline the evaluation of your bid submission.

The Authority reserves the right to waive any formality, informality, term, condition, information and/or errors in the bid submission. The Authority also reserves the right to reject any or all bids at the Authority's discretion. The Authority reserves the right to terminate this Request and instead purchase on the open market if it is considered in the best interest of the Authority to do so.

While price will be considered in evaluating bids, an award will not necessarily be made to the lowest bidder. A determination of equivalency is at the Authority's discretion.

APPENDIX A

RFB 27-02(A)
2026 Pickup Truck
Bid Form

Cost: All-inclusive price for the purchase and delivery of one (1) current year, 2026 Chevrolet Silverado, or one (1) 2026 GMC Sierra 3500HD, or one (1) 2026 equivalent pickup truck to be delivered to the PDA Maintenance Facility, 7 Lee Street, Portsmouth, NH 03801 according to the specifications contained herein:

Proposed Pickup Truck (Provide Make & Model)	
Cost of Proposed Pickup (Including Delivery)	**$**
Cost of Proposed Plow Package	**$**_____
Total Combined Cost of Pickup Truck & Plow Package	**$**_____

Anticipated Delivery Date: _____

The contract may be awarded as a whole or in part to the lowest, responsive, Bidder. The Authority reserves the right to award the Contract to the Bidder deemed by the Authority as the most responsive and responsible. The Authority reserves the right to consider availability and committed delivery date in determining the responsiveness of the Bidder. **If necessary, attach additional information to establish equivalency for a proposed make or model that is not GMC or Chevrolet.**

Respectfully submitted by:

_____
Company

_____
Signature Date

_____
Print or Type Name and Title

_____
Address

_____
Telephone & Email Address

APPENDIX B

PDA Agreement/PDA General Terms and Conditions

SHORT FORM AGREEMENT

PDA General Terms and Conditions

SUBJECT: **DRAFT AGREEMENT**

AGREEMENT

The Pease Development Authority and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION

<table>
<tr><td colspan="2">1.1 Pease Development Authority (“PDA”)</td><td colspan="2">1.2 PDA Address

55 International Drive
Portsmouth, NH 03801</td></tr>
<tr><td colspan="2">1.3 Contractor Name (“Contractor”)</td><td colspan="2">1.4 Contractor Address</td></tr>
<tr><td>1.5 Contractor Phone</td><td>1.6 Account Number</td><td>1.7 Completion Date</td><td>1.8 Price Limit</td></tr>
<tr><td colspan="2">1.9 Contracting Officer for PDA

Paul E. Brean, Executive Director</td><td colspan="2">1.10 PDA Phone Number

603-433-6088</td></tr>
<tr><td colspan="2">1.11 Contractor Signature</td><td colspan="2">1.12 Name and Title of Contractor Signatory</td></tr>
<tr><td colspan="2">1.13 PDA Signature</td><td colspan="2">1.14 Name and Title of Signatory for PDA</td></tr>
</table>

DRAFT

2. EMPLOYMENT OF CONTRACTOR/ SERVICES TO BE PERFORMED. The Pease Development Authority, identified in block 1.1 ("PDA"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform/provide, the following work ("Services"):
The Vendor will supply one (1)

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, this Agreement, and all obligations of the parties here under, shall not become effective until _____ ("Effective Date").
3.2 This Agreement shall be for _____ (__) years. The PDA may extend this agreement for up to _____ (__) ___ (__) year periods at its discretion.

4. CONTRACT PRICE/PRICE LIMITATION. During the term of this Agreement, Services shall be provided at the following rates:
(list cost or rates here)

Upon acceptance, invoices shall be submitted to invoices@peasedev.org, or by person, or U.S. Mail to 55 International Drive, Portsmouth, NH 03180, Attn: Accounts Payable. Payments will be made in full within thirty (30) days after receipt of invoice or approval from the Authority's designee and acceptance of the completed services to the Authority's satisfaction, whichever is later, as the NET30 basis.

5. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS. 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. TERMINATION.
6.1 Either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other.
6.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services and/or delivery of Goods, the Contractor shall deliver to the PDA, not later than fifteen (15) days after the date of termination, a written report ("Termination Report") describing in detail all Services performed and/or Goods delivered, and the contract price earned, to and including the date of termination.

7. CONTRACTOR'S RELATION TO THE PDA. 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 PDA. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the PDA or receive any benefits, workers' compensation or other emoluments provided by the PDA to its employees.

8. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the PDA.

9. INDEMNIFICATION. The Contractor shall defend and indemnify the PDA and the State of New Hampshire, their officers, board members, agents, and employees (the "Indemnitees") from and against all losses, suits, claims, liabilities, penalties, fines, judgments, costs, and expenses, including without limitation attorneys' fees, consultants' fees, and experts' fees arising out of, or in any manner predicated upon personal/bodily injury, death, or property damage resulting from, related to, caused by (or which may be claimed to be caused by), or arising out of (or which may be claimed to arise out of) the Contractor's performance of its obligations under this Agreement; or which is caused in whole or in part (or which may be claimed to be caused in whole or in part) by any negligent or willful act or omission of the Contractor, its subcontractors, anyone directly or indirectly employed by either the Contractor or its subcontractors, or anyone for whose acts any of the foregoing may be liable. The agreements contained in the preceding sentence do not extend to claims for damages caused by gross negligence or willful misconduct of the Indemnitees without contributory fault on the part of any person, entity, or corporation. In the event that any action or proceeding is brought against the Indemnitees or any one of the Indemnitees by reason of any matter for which the Contractor has hereby agreed to defend and indemnify, the Contractor, upon notice from the Indemnitees or any one of them, covenants to resist or defend such action or proceeding with counsel acceptable to the Indemnitees or any one of them as the case may be. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the sovereign immunity of PDA or the State of New Hampshire which is hereby reserved to PDA and the State of New Hampshire. The provisions of this paragraph 9 shall survive the expiration or termination of this Agreement, and the Contractor's obligations hereunder shall apply whenever any

DRAFT

Contractor Initials_____
Date _____

one of the Indemnitees incur costs or liabilities described above.

10. INSURANCE.

10.1 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:

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

10.1.2 [omitted]

10.1.3 automobile liability insurance in amounts of not less than $1,000,000 per occurrence and $1,000,000 in the aggregate.

10.2 The policies described in subparagraph 10.1.1 and 10.1.3 herein shall be primary and non-contributory with respect to insurance of the PDA, include a waiver of subrogation in favor of the PDA, and 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.

10.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance consistent with N.H. RSA 412:6-b for all insurance required under this Agreement. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. On the insurance policies that PDA is named as an additional insured, PDA shall be an additional insured to the full limits of the liability coverage purchased by Contractor, even if those limits of liability are more than those required by the terms of 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.

11. WORKERS' COMPENSATION. 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")*.

12. AMENDMENT. This Agreement may be amended, waived, or discharged only by an instrument in writing signed by the parties hereto.

13. 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.

14. JURISDICTION. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of the State of New Hampshire.

END OF DOCUMENT

DRAFT

APPENDIX C

Insurance Requirements

Any selected vendor is required to provide proof of insurance to the Authority before the commencement of any work on property of the Authority. The following are the minimum requirements for insurance coverage:

a. **General Liability:** $1,000,000 general liability coverage **per occurrence**; and $2,000,000 **aggregate**.

b. **Automobile Liability:** $1,000,000 automobile liability coverage.

c. **Workers Compensation:** Coverage equal to minimum statutory levels as required by New Hampshire State law.

d. **Environmental/Pollution Liability:** As required by activities which give rise to the necessity for such coverage in a minimum amount as determined by the Authority from time to time. $1,000,000 coverage minimum if applicable.

e. **Professional Liability:** As required by activities which give rise to the necessity for such coverage and in such amounts as determined by Authority from time to time. $2,000,000 coverage minimum if applicable.

f. **Additional Insureds:** Pease Development Authority and the State of New Hampshire must be named as additional insured under **all** liability coverages.

g. **Notice of Cancellation:** A 30-day notice of cancellation (with the exception of a 10-day notice for non-payment of premium) must be provided.

h. **Waiver of Subrogation.** With the exception of Workers Compensation coverage, a statement that a waiver of subrogation is included with respect to applicable coverage.

i. **Primary Insurance.** A provision that any liability coverage required to be carried shall be primary and noncontributing with respect to any insurance carried by the PDA.

j. **Certificate Holder:** Pease Development Authority
55 International Drive
Portsmouth, NH 03801

PEASE DEVELOPMENT AUTHORITY CERTIFICATE

ACCORD CERTIFICATE OF INSURANCE

PRODUCER **SAMPLE FORMAT**	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
INSURED **CONTRACTOR** **NAME AND ADDRESS**	COMPANY A COMPANY B COMPANY C COMPANY D

COVERAGES: 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 SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP.	LIMITS	
	GENERAL LIABILITY **X** Commercial General Liability __ Claims Made **X** Occur GENL. AGGREGATE LIMIT APPLIES PER: __ Policy **_X_** Project __ Loc				GENERAL AGGREGATE PRODUCTS-COMP/OP PERSONAL&ADV INJURY EACH OCCURRENCE FIRE DAMAGE MEDICAL EXPENSES	**$2,000,000.00** **$** **$** **$1,000,000.00** **$** **$**
	AUTOMOBILE LIABILITY __ Any Auto __ All Owned __ Scheduled Autos __ Hired Autos __ Non-Owned Autos				Combined Single Limit Bodily Injury (Per person) Bodily Injury (Per accident) Property Damage (Per accident)	**$1,000,000.00** **$** **$** **$**
	GARAGE LIABILTY __ Any Auto				Auto Only – EA Accident Other Than Auto Only	**$** **$** **$**
	EXCESS LIABILITY ___ Occur ___ Claims Made ___ Deductible ___ Retention				Each Occurrence Aggregate	**$** **$**
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				**Statutory Limits** Each Accident Disease Policy Disease Each Employee	 **$ 100,000** **$ 500,000** **$ 100,000**
	OTHER **Professional Liability** **Environmental/Pollution Liability**					**$2,000,000** **$1,000,000**

DESCRIPTIONS OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Project address. Pease Development Authority is named as Additional Insured. With the exception of workers compensation coverage, a waiver of subrogation is included with respect to applicable coverages. **Coverage shown is primary and non-contributing with respect to any insurance carried by Pease Development Authority.**

CERTIFICATE HOLDER	CANCELLATION
Pease Development Authority 55 International Drive Portsmouth, NH 03801	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurance company will endeavor to mail **30** days written notice to the named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. **AUTHORIZED REPRESENTATIVE:**

LIABILITY LIMITS Coverage
$1,000,000 Per Occurrence/
$2,000,000 Per Proj. Aggregate

AUTOMOBILE LIABILITY
$1 Million minimum

WORKERS COMPENSATION
Meets NH statutory requirements

PROFESSIONAL LIABILITY
$2 Million minimum
If applicable

ENVIRONMENT POLLUTION LIABILITY
$1 Million minimum
If applicable

ADDITIONAL INSURED
Pease Development Authority is named as Additional Insured

PRIMARY INSURANCE

WAIVER OF SUBROGATION
Required

Mail Certificate to Certificate Holder

Cancellation Clause
Shall assure 30 days written notice

APPENDIX D

Statement of Qualifications

Attach this statement, fully completed, to the Bid Form and submit it to the Authority on the date and time for opening of bids.

All Questions must be answered, and the data given must be clear and comprehensive. Where necessary, questions shall be answered on separate attached sheets. The Contractor may submit any additional information he/she desires.

1. Name of Contractor:

1. a Contractor is: Corporation ( )
Partnership ( )
Individual ( )
Limited Liability Company ( )

2. Permanent main office address:

2. a. Treasury Number (Employer's Identification No.)

3. When organized:

4. If a corporation, where incorporated:

5. How many years have you been engaged in the business under your present firm or trade name?

6. General character of work performed by your company:

STATEMENT OF QUALIFICATIONS CONTINUED

7. Have you ever failed to complete any work awarded to you? ( )Yes ( )No If yes, where and why?

8. Have you ever defaulted on a contract? ( )Yes ( )No
If Yes, where and why?

9. List of references (**minimum of three**) – Provide Company Name, Company contact, email, and phone number

Attach proof of licensure and any other pertinent information that may assist the Authority in evaluating your bid.