STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: January 7, 2020

CONTRACT #: 8002600 and 8002650 **NIGP CODE:** 931-4500

CONTRACT FOR: Office Moving Services

CONTRACTOR: Diggins and Rose, Inc.
ABC Moving and Storage Inc.

VENDOR CODE #: 154519
VEDOOR CODE #: 207238

SUBMITTED FOR ACCEPTANCE BY:

Paul C. Rhodes

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 1/7/20

****

APPROVED FOR ACCEPTANCE BY:

GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 1/7/20

****

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 1/7/20

Form Revised 8/23/2019 LMR

FORM NUMBER P-37 (version 5/8/15)

Subject: Moving Services

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

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Diggins and Rose, Inc.		1.4 Contractor Address 3 Sagamore Park Rd Hudson, NH, 03051	
1.5 Contractor Phone Number 603-883-4254	1.6 Account Number Various	1.7 Completion Date September 30, 2022	1.8 Price Limitation $100,000.00
1.9 Contracting Officer for State Agency Paul Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature T Duffy		1.12 Name and Title of Contractor Signatory TIM DUFFY Mgr	

1.13 Acknowledgement: State of New Hampshire County of Hillsboro

On September 16th, 2019, 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] JOHN MOLINA JR.
Notary Public - New Hampshire
My Commission Expires January 23, 2024

1.13.2 Name and Title of Notary or Justice of the Peace

John Molina Notary

1.14 State Agency Signature Date: 1/7/20	1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On:

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this 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.

Contractor Initials TM
Date 9/16

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 91A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or

Contractor Initials TD
Date 9/16

any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials
Date 9/16

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Diggins and Rose, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Moving Services in accordance with the bid submission in response to State Request for Bid #2234-20 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFB 2234-20

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT C "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Payment Terms," (4) EXHIBIT A "Scope of Services," and (5) EXHIBIT D "RFB 2234-20."

3. TERM OF CONTRACT

This contract shall commence upon execution by the Commissioner of Administrative Services and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

The Contractor shall provide all labor, including supervision, tools, materials, equipment, licenses, permits and incidentals required and/or implied for the complete and satisfactory performance of furniture and equipment moving services for State agencies in any State leased or owned buildings in the State of New Hampshire in accordance with the following overview and specifications.

1. Moves shall be quoted per occurrence to all Contractors awarded a contract. Agency shall issue a detailed Statement of Work (SOW) with number of employees, desks, work stations, tables, seating, computers, printers, MFP, copiers, fax machines, filing cabinets, appliances, etc. Quotes shall be submitted in written form as a hard copy, faxed or emailed to the requesting agency or agency representative. Quotes shall have the following information:

    a. Date/s the moving service will start and end or approximate time.
    b. Quotes shall state all over time charges and the cost break down for them.
    c. Cost break down including man hours to pack, disassemble, load, move and install items such as; files, assorted sizes of boxes furniture of all types, white boards, cork boards, presentation boards, appliances, equipment, hardware-materials, truck use, etc. The cost of renting any required boxes or carts, and/or the cost to purchase boxes etc.

Contractor Initials DD
Date 9/16

d. Noting all special constraints at each site
e. Include what will be required of the agency in preparation of the move.
f. Quote will be awarded to the lowest cost Contractor meeting all requirements of the SOW.

2. Once low quote is accepted then any quoted work under $3,000.00 can be approved by the signature of authorized State personnel to approve work. Work then can be completed and invoiced. Payment will be on the detailed invoice. Quotes totaling $3,000.00 or more shall require the agency to enter a requisition into NH First (State's ERP system) and a Purchase Order for services will be issued to the Contractor by the Bureau of Purchase & Property. Once the Purchase Order is issued the work can start. Quotes are for firm fixed pricing. Invoices shall match the Purchase Order.

3. Change Orders shall be a separate quote for services and shall follow the same procedures as a regular quote for services. See 2. above.

4. The majority of the work shall be moves consisting of boxes/ crates, monolithic panel systems (disassembly priced separate), office furniture (disassembly priced separate), tables, seating, hanging boards, files, bookcases, metal shelving, computer equipment, copy machines, fax machines, multi-function printers, postal sorting/handling machines, appliances, microwaves, vending machines and miscellaneous equipment. The Contractor shall have the correct equipment to complete each move they have quoted.

5. Moving work stations will be priced as already disassembled on the quote. All of the requirements for handling the work stations shall be clearly documented by the Contractor. End user will provide the Contractor an agency approved floor plan which clearly states how the furniture, work stations, hanging boards, equipment, appliances, etc. at the new location. The Contractor (for a fee) may offer services to provide an installation drawing for work to be done. If Contractor provides such services, they shall submit a quote for these services to be approved by the agency. No work is to start without agency approval of expenses. All Contractor provided drawing shall be approved by the agency and submitted to Bureau of Planning Management (BPM) for review and documentation. All drawing submitted to BPM shall be in dwg and pdf files.

6. Workstations, freestanding furniture and equipment of all types shall be disassembled, moved and reassembled according to the individual furniture manufactures specifications.

7. Small moves; Moving of furniture and equipment within or for a department in a building shall be quoted per the small installations and moves, Attachment A Section II. These are moves of items to new locations in the building or to an outside storage; the agency shall submit an approved drawing or word document explaining the new location for Contractor to quote. Contractor shall site verify the drawing and/or written instructions for accuracy on more complicated moves. Moves that require code and/or regulation verification shall be submitted and approved by BPM contact, Gail Rucker, prior to any work being done.

8. Trash and recycling receptacles for each workstation and general recycling receptacles for the premises must be moved and distributed as part of the move, unless end user does not need them.

9. Copy machines and postal sorting/handling machines will be prepared for moving by others to be moved by the Contractor. Unpacking and preparation for operation of these machines will be completed by others. Please advise if you are not equipped to move said equipment and will subcontract to others.

10. Moves and/or small moves shall be scheduled and started within two (2) weeks of the official acceptance of the quote unless a specific date, which is agreed upon by the agency and the Contractor, is noted. All quote must be valid for 90 days.

Contractor Initials TD
Date 9/16

11. Contractor is responsible for removing all surplus move related packing materials from the premises and disposing of it off site.

12. Contractor may be responsible for moving additional boxes, furniture, equipment, appliances to NH Surplus - White Farm for disposal or repurposing. This must be stated in the SOW and quoted accordingly. End user will coordinate and turn in the proper authorization forms to White Farm prior to Contractor delivery of furniture, equipment, appliances, etc. Surplus items delivered to White Farm shall be delivered during White Farm's business hours of operation.

13. Contractor is responsible for adequately protecting areas such as, but not limited to, floors, walls, elevators, stairs, the premises, furniture, appliances and equipment. Contractor shall remove such protection from the premises before leaving the job site.

14. Elevator access may be required to be verified. Elevators to be padded when possible.

15. Contractor shall verify dock and/or entry access while they are quoting individual projects.

16. Contractor must include the cost of making minor adjustments to items when placed in the new location, during the move such as; table height, feet adjustments, leveling of furniture, files and bookcases, etc. as required or as directed by the agency representatives.

17. Contractor shall use agency approved drawings or location instructions to remove and place items in the new location. This may be submitted to the Contractor by the agency by drawing or written instruction. Agency shall allow Contractor a chance to site verify all work to be quoted.

18. Contractor quote will be firm-fixed not to exceed to complete the scope of work in accordance with the SOW. No additional charges including fuel surcharges, unforeseen, or unplanned expenses will be accepted.

19. Contractor quote may include the cost of using cardboard boxes as well as the optional cost of using plastic bins. This cost must be a separate line item on the quote. Boxes and bins, computer carts must be delivered to the premises for each quote no later than three (3) weeks prior to the move date, and removed from the premises on approximately one (1) week after the move is complete.

20. Contractor shall set a minimum and maximum box size and box weight they can move

21. Contractor shall specify to the end user if they will move filing cabinets full or empty and how the end user needs to prepare for the move in their quote.

22. Prior to each quoting, Site Visitation is the Contractor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything in and out of the building, that is necessary to accomplish the services. Failure of the Contractor to make a site visit does not relieve the Contractor of responsibility to fully understand what is necessary to accomplish a successful and complete move.

23. Contractor shall give all drawings completed by the Contractor, for the agency to DAS, Department of Planning and Management, to the attention of Gail Rucker. These drawing shall be in a format agreed upon between (BPM) and the Contractor. If drawings were provided by BPM; then only as-built changes are required to be submitted to BPM at project completion.

24. When Contractor is responsible for obtaining materials and hardware for moves they may charge the State no more than cost +10%. The Contractor shall supply copies of itemized invoices with its billing to the State for verification of costs. Lack of itemized invoices shall result in the State's refusal to

Contractor Initials
Date 9/16

accept Contractor invoices. All materials and /or hardware which is billable is used for the furniture, equipment, appliances, hanging boards, etc assembly. Contractor moving apparatus, equipment and/or supplies, etc, shall not be billable.

The Contractor shall provide at least one FULL-TIME site supervisor to oversee daily activities at each location. The supervisor shall be available and accountable during all working hours to oversee performance of all obligations.

For larger moves the Contractor must report daily at the start of the shift to agency project manager for daily dialogue, to review any special problems and to receive instructions relative to daily activities. The Contractor shall meet with agency project manager, or with designee, at the end of each work day, to sign a job completion checklist filled out by the Contractor. The signed checklist will constitute a daily record of the Contractor's compliance or noncompliance with the terms of the Contract.

The Contractor's supervisor must inspect all job sites at least twice (2) daily to ascertain that all personnel are performing in accordance with the specifications of the Contract. The working supervisor shall also certify in writing that each area is cleaned and maintained in accordance with the provisions of this contract. The agency reserves the right to revise the checklist and make necessary changes as required.

The Contractor shall supply a competent and thoroughly trained supervisor to check, inspect and maintain records of all work performed. Supervisor shall possess and demonstrate a thorough knowledge and understanding of the designated work assignments, of the tools and equipment employed in the execution of this contract, and of the rules, regulations and standards of the State.

The Contractor's staff shall not disassemble and/or install furniture systems and free standing furniture.

Unless directed otherwise by the State, the Contractor shall:

- Perform work under in such a manner as not to interrupt or interfere with the operation of activities within the buildings and surrounding State Facilities.
- Store its apparatus, supplies, materials and equipment in an orderly fashion so as not to interfere with the progress of the Contractor's work, the work of the State or any other contractor employed by the State.
- The Contractor is responsible for determining and accommodating any delays in route to or within the buildings due to such conditions as road construction, obstruction, assemblies, etc. The State is not responsible for any costs or delays related thereto.
- Dispose of any and all garbage, food containers, and related waste in proper disposal containers and/or remove said waste from the premises.
- The State is not responsible for Contractor equipment, tools apparatus, supplies left on site before, during or after work is complete on a project.

The Contractor shall provide all moving apparatus including, but not limited to, trucks, lifts, dollies, boxes, computer carts, carts, bins, protective blankets, supplies and labor to accommodate each moving request. Items to be moved will be tagged and inventoried with Contractor-provided color-coded identification labels as required by moving Contractor.

The Contractor shall be able to work with and around other vendors per this contract. Other vendors shall include, other movers, delivery vendor, security vendors, inspection personnel, construction personnel, installation vendors etc. Contractor shall be notified of the vendors to be on site at the same time as them.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

Contractor Initials TD
Date 9/16

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the.Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2234-20, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Contractor Initials TP
Date 9/16

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials TP
Date 9/16

EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide moving services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of $1,000,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Section I - Move Services		
Section I-a (Mon – Fri 7:30 am to 5:00 pm minimum)		
Description	**U/M**	**Unit Cost**
Hourly rate for of one (1) box truck and one (1) driver	per hour	$145.00
Hourly rate for of one (1) 24 ft box truck and one (1) driver	per hour	$145.00
Man hour rate for the move items from one location to a new location on site, items to include: freestanding and modular furniture, disassembled Work stations, all types of equipment, electronic equipment, hanging boards, packed boxes of NH Office work	per hour	$65.00
Man hour rate for the move items from one location to a new location at another site, items to include: freestanding and modular furniture, disassembled Work stations, all types of equipment, electronic equipment, hanging boards, packed boxes of NH Office work	per hour	$65.00
Site supervisor, hourly rate	per hour	$80.00
packing the office for the End User, hourly rate * Refer to Contractor requirements	per hour	$65.00
Section 1-b After hours Mon – Fri and weekends		
Description	**U/M**	**Unit Cost**
Hourly rate for of one (1) box truck and one (1) driver	per hour	$185.00
Hourly rate for of one (1) 24 ft box truck and one (1) driver	per hour	$185.00
Man hour rate for the move items from one location to a new location on site, items to include: freestanding and modular furniture, disassembled Work stations, all types of equipment, electronic equipment, hanging boards, packed boxes of NH Office work	per hour	$95.00

Contractor Initials
Date 9/16

Man hour rate for the move items from one location to a new location at another site, items to include: freestanding and modular furniture, disassembled Work stations, all types of equipment, electronic equipment, hanging boards, packed boxes of NH Office work	per hour	$95.00
Site supervisor, hourly rate	per hour	$120.00

Section II - Additional Moving Services

Section II-a Additional Moving Services

Description	U/M	Unit Cost
packing the office for the End User, hourly rate * Refer to Contractor requirements	per hour	$65.00
Relocate furniture from room to room in a department and in a building. (per agency approved drawing) Furniture; desk units, files, bookcases, seating, tables, etc.	per hour	$65.00
Minimum trip requirements for in building moves	per hour	$840.00

Section II-b Additional Material Costs for rent or purchase

Description	U/M	Unit Cost
Buy Moving boxes, 15x18x18 ht box	Ea	$5.00
Labels – 500 per roll	Ea	$15.00
Rent Plastic Bins or moving crates (used by agency versus using boxes)	Ea/Day	$0.75
Moving carts for computers and office equipment	Ea/Day	$10.00

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical specifications. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor Initials
Date 9/16

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: **https://www.nh.gov/treasury**

Contractor Initials
Date 4/16

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT D

RFB #2234-20 is incorporated here within.

Contractor Initials
Date 9/16

Contractor Initials _____
Date_____

(/online/Home/) Back to Home (/online)

Business Information

Business Details

Business Name:	DIGGINS AND ROSE, INC.	Business ID:	15089
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	04/11/1968	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	04/11/1968		
Principal Office Address:	3 SAGAMORE PK RD, HUDSON, NH, 03051, USA	Mailing Address:	3 SAGAMORE PK RD, HUDSON, NH, 03051, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Annual Report Year:	2019
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	tdavid@digginsrose.com	Phone #:	NONE
Notification Email:	tdavid@digginsrose.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / MOVING & STORAGE (1997 AR)	

Page 1 of 1, records 1 to 1 of 1

diggins & Rose Riggers & Movers
Certificate of Authority

I, Richard L. Rose, hereby certify that I am the duly elected President of diggins & Rose, Riggers & Movers Incorporated.

I, hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the corporation, duly called and held on SEPTEMBER 11, 2019, at which a quorum of the Board was present and voting.

DULY VOTED:
We hereby have voted and approved that Timothy A. Duffy, Director of the Corporate Relocation Division, on behalf of the Corporation, will enter into specific contract, with the State of New Hampshire and further authorize said officers to execute any documents which may in their judgment be desirable or necessary to affect the purpose of this vote.
I, hereby certify that said vote has not been amended or repealed, remains in full force and effect as of SEPTEMBER 16, 2019, and Timothy A. Duffy is the duly elected Director of the Corporate Relocation Division, respectively, of this corporation.

Date: 9/16/2019 Attest: Richard W Rose
Richard W Rose, President

State of New Hampshire

County of Hillsboro

On this the 16th day of September, 2019

Before me, John Molina the undersigned officer,

Personally appeared Richard W. Rose, who acknowledged himself to be the

President of the corporation and that he as such President, being

authorized so to do executed the foregoing instrument for the purpose therein contained, by

signing the name of the corporation by himself as the President. In witness whereof I

hereunto set my hand and official seal.

JOHN MOLINA JR.
Notary Public - New Hampshire
My Commission Expires January 23, 2024

Justice of the Peace/Notary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/16/2019

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

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

PRODUCER
Wolpert Insurance Agency, Inc.
18 John Street Place
Worcester MA 01609

CONTACT NAME: Melissa Stevens
PHONE (A/C, No, Ext): (508) 459-4700 FAX (A/C, No): (508) 755-1724
E-MAIL ADDRESS: mstevens@wolpert.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Vanliner Insurance Company	21172
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Diggins & Rose, Inc & A.J. Rose, LLC
3 Sagamore Park Rd
Hudson NH 03051

COVERAGES **CERTIFICATE NUMBER:** CL1953020714 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PKV 0000514 03	05/30/2019	05/30/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			MRV 3257100 06	05/30/2019	05/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UMV 3257100 06	05/30/2019	05/30/2020	EACH OCCURRENCE	$ 4,000,000
							AGGREGATE	$ 4,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWV 3257100 06	05/30/2019	05/30/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Motor Truck Cargo Warehouse Legal Liability			CGV 3257100 06	05/30/2019	05/30/2020	Per Motor Truck$500,000 Per Occur. $1,000,000 Limit - See Below	Deduct/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Richard Rose is Excluded from Workers Comp policy. WHLL Deductible $1,000/Claim $5,000/Occurance/ WHLL Limits per location as follows: 3 Sagamore Park Road, Hudson, NH $735,000; 9-11 Flagstone Drive, Hudson, NH $383,000; 13 Flagstone Drive, Hudson, NH $33,000; 8 State St, Nashua, NH $24,000

CERTIFICATE HOLDER

State of New Hampshire Administrative Services
Bureau of Purchase & Property
25 Capitol Street Rm 102
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melissa Stevens

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD