NEW HAMPSHIRE EMPLOYMENT SECURITY
45 South Fruit Street
Concord, New Hampshire 03301

REQUEST FOR PROPOSAL
NHES RFP2017-04

PROPOSALS FOR: **ROOFTOP SNOW REMOVAL**
(SNOW REMOVAL AT TEN NHES LOCATIONS STATEWIDE)
DATE OF ISSUANCE: **OCTOBER 04, 2016**
DATE OF BID OPENING: **OCTOBER 20, 2016**
TIME OF BID OPENING: **4:00 p.m.**

New Hampshire Employment Security
www.nhes.nh.gov
"We're working to keep New Hampshire working"

Questions concerning this proposal should be addressed to:
Jill D. Revels: 603-229-4449

PROVIDE SNOW REMOVAL FROM NHES ROOFTOPS
RFP NHES2017-04

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PART I –GENERAL

1.1 PURPOSE

This RFP is being issued in order to obtain rooftop and perimeter snow removal services for up to ten (10) NHES facilities statewide. Vendor proposals must be structured to provide services as specified and clearly designate the locations in which services are to be provided. Any request for changes in specifications must note: "Proposal Change Request Enclosed" on the envelope, must be separate from any sealed Proposal and be received at NH Employment Security (NHES) at least five (5) days prior to bid opening. If any changes to specifications are made, changes will be posted on the Administrative Services Purchase and Property website: (http://das.nh.gov/purchasing/vendorresources.asp) and also on NHES' website. **Respondents will be responsible for monitoring the websites for changes throughout the RFP process.**

1.2 PROPOSALS AND INQUIRIES

Proposals must be received by NH Employment Security at 45 South Fruit Street, Concord, NH, 03301, on or before the date and time of the proposal submittal deadline. See schedule below. Proposals must include completed and signed Cost Proposal Pages. Proposals must be submitted via mail or via hand-delivery and must be typed or clearly printed in ink. Proposals MAY NOT be submitted by fax or e-mail. Inquiries may be submitted by e-mail to Jill.D.Revels@nhes.nh.gov prior to proposal submittal in keeping with the schedule provided below.

1.3 SUBMITTAL AND SCHEDULE OF EVENTS

All proposals must be submitted in a sealed envelope clearly marked with the DATE of transmission as well as PROPOSAL TITLE and NUMBER ("**Rooftop Snow Removal - RFP NHES2017-04** ".) Proposals not so marked may not be processed properly and may be disallowed. Mandatory Cost Proposal Pages are provided at **Attachment A.**

The following table provides the **Schedule of Events** for this RFP. The Agency reserves the right to amend this Schedule through a published Addendum. The Agency makes no representations with respect to dates that are estimated in the Schedule.

SCHDULE OF EVENTS	DATE	LOCAL TIME
RFP Released	**10/04/2016**	
Proposer Inquiries Submittal Deadline	10/10/2016	4:00 PM EST
Agency Responses to Proposer Inquiries	10/12/2016	4:00 PM EST
Proposal Submittal Deadline	**10/20/2016**	**4:00 PM EST**
Proposer site visits (may be made upon request)		TBD
Estimated Notification of Selection	TBD	

1.4 AWARD

A. Award will be made to responsible Proposer(s) meeting all specifications through an RFP evaluation process using cost proposals as noted in this RFP. Award may be made to one or more successful proposers for up to ten (10) locations statewide. NHES reserves the right to reject any or all proposals or any portion thereof, to cancel this RFP, and to solicit new Proposals under a new acquisition process.

B. Discounts will not be considered in making award but may be offered on the invoice for earlier payment and will be applicable on date of acceptance by NHES.

C. Final award will occur upon Governor and Council (G&C) approval, if applicable, with an agreement signed and delivered to successful proposer. No contract will be binding upon NH Employment Security unless and until approved by the NHES Commissioner or designee and G&C, if applicable.

D. All proposals submitted must be held open for ninety (90) days after bid opening.

E. The number of Proposals will be posted on the day of proposal opening. Vendor ranking information will be made available to the public after contract award as specified by RSA 21-I:37.

1.5 FORMAL CONTRACT REQUIREMENTS

NHES plans to execute a Not to Exceed Contract using the Terms and Conditions of the NH State P-37 Form Contract, which is provided at **Attachment B**. While minor modifications of this form may be considered during negotiations, the State disfavors substantial material changes to this form agreement. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary to enable it to enter into the Agreement, the Proposer should note those issues during the identified Inquiry period. (See Section 1.1) NHES will review requested exceptions and accept or reject the same in its sole discretion.

Upon notice that the selection process is completed, the successful Contractor, if a Corporation, Partnership or Limited Liability Company, will be required to timely provide NHES with:

A. A "Certificate of Good Standing" from the New Hampshire Secretary of State's Office. The Certificate of Good Standing must for valid for the current registration year.

B. A signed, notarized statement that whoever is signing the contract for the contractor has authority to do so, and will be bound by terms of the contract. If a Corporation, a "Certificate of Vote" from the Board of Directors will be necessary.

C. Prior to award of this contract, the successful Contractor(s) will be required to furnish certificates of insurance evidencing Commercial General Liability insurance and Workers' Compensation coverage as required by the standard State Contract form. See **Attachment B**.

Failure to provide this documentation in a timely manner may be considered a material breach and award may be made to next lowest cost, qualified Proposer.

1.6 NON-COLLUSION

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

PART II - REQUIREMENTS

2.1 SCOPE

This RFP is being issued to enable NHES to obtain proposals for specific services, labor, tools, equipment and/or transportation necessary to provide rooftop and perimeter snow removal for up to ten (10) NH Employment Security facilities to ensure snow loads do not exceed allowable limits. Proposals will be accepted for one (1) or more facility locations per vendor, up to a total of ten (10) locations.

2.2 SPECIFICATIONS

Contractor will furnish necessary labor, equipment and expertise to remove excess snow from rooftops and building perimeters as identified by NH Employment Security. For rooftop snow removal, the Contractor will leave approximately 6" of snow to protect roof surfaces and materials.

Snow removed from roofs and deposited into walkways, parking areas, or in front of HVAC equipment, generators or windows, must be removed. There are seven (7) facilities that require snow removal from roofs. There are three (3) additional facilities with metal roofs in which perimeter snow removal may be required.

The seven (7) NHES facilities that will likely require snow to be removed from rooftops are located as follows: 1) 404 Washington Street, Claremont (pitched composite roof); 2) 426 Union Ave, Laconia (flat membrane roof, 10,000 sq. ft.); 3) 45 South Fruit Street, Concord (PVC membrane roof, 18,000 - 20,000 sq. ft.); 4) 300 Hanover Street , Manchester (flat membrane roof, 20,000 sq. ft.); 5) 6 Townsend West, Nashua (flat ballast, pea stone roof, 12,000 sq. ft.); 6) 2000 Lafayette Road, Portsmouth (flat ballast, pea stone roof, 7,500 sq. ft.); and 7) 6 Marsh Brook Drive, Somersworth (pitched composite roof). These facilities may also require perimeter snow removal. NHES' facilities in Conway, Berlin and Salem have metal roofs and will not need rooftop snow removal but may require snow removal around the perimeter of the buildings.

Two (2) NHES facilities have room for on-site snow storage. They are: Somersworth and Nashua. Removal of shoveled snow from facilities should be done immediately if possible, but always within 48 hours.

PROPOSALS MAY BE SUBMITTED FOR ONE OR MORE FACILITY. Each Vendor must provide complete pricing for each facility for which they intend to be considered as a Proposer. Proposals must be based on hourly rates for rooftop snow removal and flat per incident rates for perimeter snow removal as shown in **Attachment A** – Price Proposal form.

Completed proposals must be submitted and received by NHES no later than October 20, 2016, by 4:00 p.m. EST.

2.3 SAFETY ISSUES and COMPLIANCE REQUIREMENTS

Safety and protection of NH Employment Security personnel and property is of utmost concern. Contract work must interfere as little as possible with NH Employment Security business. Contractor must, at its own expense wherever necessary or required, furnish safety devices and take all precautions necessary to protect life and property.

Contractor will be compliant with all existing state and federal safety laws, rules, regulations and standards, including but not limited to OSHA and US Department of Labor standards to ensure safety of workers, NHES staff and the general public.

Any damage to NH Employment Security property will be reported by the Contractor within five

(5) working days of any incident and will be the responsibility of Contractor. All damage will be repaired promptly at no cost to NH Employment Security.

It is recommended that Proposers have a site specific snow removal health and safety plan prior to beginning work to ensure OSHA safety standards are met.

2.4 TRAVEL

Price proposals must be inclusive of all costs associated with the work. Travel may not be billed as a separate line item.

2.5 INVOICES

Contractor will invoice NH Employment Security following completion of each project. Invoice will include:

- Date work was done.
- Location of job site.
- Itemized listing of hours worked, including shoveling and nature of snow removal (rooftop snow removal or perimeter clean up).

PART III - SPECIAL CONDITIONS

3.1 TERM & EXTENSION

This agreement will be effective beginning upon execution and Governor and Council approval, if applicable, and proceed through FY17, FY18 and FY19. This contract will terminate on June 30, 2019, with the ability to renew upon mutual agreement of the parties for one additional year if rates remain the same and contingent upon Governor and Council approval, if applicable.

3.2 TERMINATION

Termination for cause will be in keeping with the provision of the State Contract Form, P-37. Either party may terminate this agreement for convenience at any time by give the other party written notice by certified mail at least thirty (30) days prior to the effective date of termination.

3.3 CRIMINAL RECORDS CHECK

The Contractor and any employees performing services at NHES facilities will be required to sign and submit a **CRIMINAL RECORDS FORM**, provided by NH Employment Security, if applicable, prior to any work being done. There is a $25 fee for each check required.

3.4 DAMAGE

Contractor will agree that damage to building(s), materials, equipment or other property during performance of service will be repaired at its expense. Contractor agrees to return buildings, materials, equipment or property to original or better condition and acceptance by a representative of NH Employment Security. Contractor also agrees to obtain approval of NH Employment Security representative assigned to project for any sub-contractor required to perform repair work.

3.5 INSURANCE

Contractor will furnish a Certificate of Insurance evidencing Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per claim and $2,000,000 in the aggregate. Contractor also agrees to maintain and provide evidence of statutorily required Workers' Compensation and employer's liability insurance for all employees of Contractor engaged in performance of the work resulting from this RFP.

3.6 SUB-CONTRACTING

Contractor will not assign, subcontract or otherwise transfer any duty obligation, or written performance required by this agreement without prior written consent of NH Employment Security. All subcontractors must be listed on the bid page of this document for pre-approval.

3.7 ACCEPTANCE OR REJECTION BY NH EMPLOYMENT SECURITY

NH Employment Security reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the date, time and place of public opening.

3.8 CERTIFICATION REGARDING DEBARMENT, SUSUPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency. Contractor will inform NH Employment Security of any changes in status regarding this statement.

3.9 DAVIS-BACON ACT (**Not Applicable**)

Davis-Bacon Act and Related Acts apply to contractors/subcontractors performing on federally funded or assisted contracts in excess of $2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or works. Under these acts contractors and subcontractors must pay laborers and mechanics no less than **prevailing** wages and fringe benefits for corresponding work on similar projects in the area, as determined by Department of Labor. For prime contracts in excess of $100,000, under provisions of Contract Work Hours and Safety Standards Act, as amended, laborers and mechanics, including guards and watchmen, must be paid at least one and one-half times regular rate of pay for all hours worked over 40 in a workweek. Overtime provisions of Fair Labor Standards Act may also apply to DBA-covered contracts.

3.10 AMERICANS WITH DISABILITIES ACT

Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

3.11 NON-DISCRIMINATION

In connection with the furnishing of services under any contract resulting from the RFP, Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws.

During the term of any contract resulting from the RFP, contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

ATTACHMENT A

COST PROPOSAL PAGE 1

Prices quoted will reflect labor and equipment for the work specified. No additional reimbursement for travel or other allowances will be made. Please build all costs into your cost proposal for each specific facility. The undersigned hereby agrees to perform in accordance with all terms of this Request for Proposal and specifications contained herein at prices quoted below.

NHES Facility	Snow Removal from Roof Hourly Rate	Snow Removal from Around Buildings Flat Rate per incident
1) Claremont	$ _____	$ _____
2) Concord	$ _____	$ _____
3) Somersworth	$ _____	$ _____
4) Laconia	$ _____	$ _____
5) Manchester	$ _____	$ _____
6) Nashua	$ _____	$ _____
7) Portsmouth	$ _____	$ _____
8) Salem	$ _____	$ _____
9) Conway	$ _____	$ _____
10) Berlin	$ _____	$ _____

Company Name: _____

Name/Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Address: _____

E-mail Address: _____

Tel. Number: _____

NH Employer ID Number: _____

Please check the appropriate form of business: ☐ Corporation ☐ Partnership ☐ Individual

ATTACHMENT A
CONTINUED

COST PROPOSAL PAGE 2

List Sub-Contractors to be used, if any: _____

_____

_____

_____

Please list three (3) references - Company Name - Contact Name -Telephone Number or E-Mail Address

_____

_____

_____

_____

_____

PLEASE RETURN ATTACHMENT A (PAGES 1 & 2)
Signing of bid page(s) constitutes agreement and compliance with all of the above.

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	

1.13 Acknowledgement: State of , County of

On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature Date:	1.15 Name and Title of State Agency Signatory

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 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. 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

Contractor Initials _____
Date_____

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written 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 $1,000,000per 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.

Contractor Initials _____
Date_____

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 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_____