

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: Point of Contact: Danielle Bishop  
Telephone: 603-271-3290  
Email: Danielle.bishop@nh.gov

RE: Bid Invitation Name: **Water Treatment Chemicals and Services**  
Bid Number: **RFB 1878-17**  
Bid Posted Date (on or by): **June 9, 2016**  
Bid Opening Date and Time: **June 23, 2016@ 2:00 PM (EST)**

[Insert name of signor] \_\_\_\_\_, on behalf of \_\_\_\_\_ [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 1878-17 for Water Treatment Chemicals and Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. 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;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. 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;
  - g. 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;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division 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; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature \_\_\_\_\_ Authorized Signor's Title \_\_\_\_\_

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

**REQUEST FOR BID FOR WATER TREATMENT CHEMICALS AND SERVICES FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for water treatment chemicals and services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

**Read the entire bid invitation prior to filling it out.** Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one (1) of the bid invitation.

**BID SUBMITTAL:**

All bids must be submitted on this form (or an exact copy), must be typed or clearly printed in ink, and must be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

6/9/2016	Bid Solicitation distributed on or by
6/15/2016	Last day for questions, clarifications, and/or requested changes to bid
6/23/2016	2:00 (EST) PM Bid Opening
6/27/2016	Estimated Notification(s) of Award to apparent low bidder

**CONTRACT TERM:**

The term of the contract shall be from July 1, 2016 or the date of award, whichever is later, through June 30, 2018 a period of approximately two (2) years upon approval of the Commissioner of the Department of Administrative Services.

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and will not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative will constitute your company's acceptance of all State of New Hampshire terms and conditions and will legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendor(s) in the preparation of bid(s) or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits and addenda) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in the following manner:

1. If the Vendor considers a portion of a page of a submission confidential, it shall highlight those portions of the page in yellow and note "confidential" beside the highlighting. Use of any other term, such as "proprietary", "not for public use", or "for client's use only", is not acceptable.
2. If a Vendor considers one or more full pages of a submission confidential, it may either highlight and mark those pages as noted above or, in the alternative, place those pages in a separate envelope marked "confidential," clearly noting to which section or part of the bid or proposal the segregated materials pertain.

You must also provide a letter to the person listed as the point of contact for this RFB or RFP, identifying the specific page number and section of the information you consider to be confidential information and provide your rationale for each designation.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the Vendor waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Bids or proposals submitted with markings not in conformity with the foregoing provisions of this request for submission, or submitted without an explanation of the Vendor's rationale for a confidentiality designation, may be deemed not to comply with the requirements of the bid or proposal (subject to correction and cure).

Notwithstanding any provision of this request for submission to the contrary, proposed pricing will be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under RSA 21-G:37 or any other applicable law or regulation, Vendors acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the proposal or related material will not be

released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

Notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

From the closing date of the bid until the award is made is considered "quiet time." Bidders may not discuss their bid or anything specifically pertaining to the bid with any State entity (other than personnel from the Bureau of Purchase and Property) including the requesting/customer agency(ies). If found in violation of this part, the bidder shall be found non-compliant and will no longer be allowed to proceed in the award process.

#### **TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract at any time by giving the successful Vendor a thirty (30) day written notice.

#### **VENDOR CERTIFICATIONS:**

**ALL** Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire prior to the issuance of a contract. Vendors shall comply with the certifications below throughout the term of any contract which results from this bid. Failure to comply shall be grounds for the termination of any contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to any award, Vendor **MUST** have a completed Vendor Application and Alternate W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract, will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If requested by the using agency, the Contractor and their 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 returned to the individual using agency prior to the start of any work.

#### **CERTIFICATE OF INSURANCE:**

Prior to being awarded a contract the Vendor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders 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. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State.

#### **BID INQUIRIES:**

Any questions, clarifications, and/or requested changes must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and must be received in writing at the Bureau of Purchase and Property no later than 3:00 PM on the date listed in the timeline above. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions must be submitted by E-mail to Danielle Bishop at the following address: [danielle.bishop@nh.gov](mailto:danielle.bishop@nh.gov) Submissions must clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property will post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <http://das.nh.gov/Purchasing/vendorresources.asp>.

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://das.nh.gov/Purchasing/vendorresources.asp>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is updated several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

In preparation of your bid response, you shall:

- Complete the pricing information in the "Offer" section; and
- Complete all other required information on your offer (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page must be notarized to be an official submission.

**IF AWARDED A CONTRACT:**

The Contractor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signor
- Section 1.13 Acknowledgement
- Section 1.13.1 Signature of Notary Public or Justice of the Peace
- Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described in item 14 of the form # P-37.
- Provide certificate of workers' compensation.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

**BID PRICES:**

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, processing charges (including credit card transaction fees), delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time (to include writing them separately in the RFB "Offer" section). Any and all charges **must be built into your bid price** at the time of the bid. Delivery location listing is provided as an example only,

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the bidder".

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

**ABILITY TO PROVIDE:**

Successful Vendor must be capable of providing each State of New Hampshire agencies and eligible participants with their entire requirements of the items required in this bid invitation and any resulting contract without any delay or substitution.

**ORDERING PROCEDURE:**

State agencies will place their orders by telephone, electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

**AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**ESTIMATED CONTRACT VALUE:**

The annual value of the contract is estimated to be \$30,000. This figure is given for informational purposes only and shall not be considered a guaranteed or minimum figure, nor shall it be considered a maximum figure. This figure **does not** include any eligible participant figures.

**ESTIMATED USAGE:**

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

**USAGE REPORTING:**

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis to determine contract compliance. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- All Products Purchased (showing the manufacturer, item, part number, list price and the final cost after discount.)
- Total Cost of all Products Purchased

**MINIMUM ORDERS:**

There will be no minimum order whether in item quantity or dollar value associated with any contract resulting from this bid.

**DELIVERY TIME:**

The successful Vendor will be required to accomplish delivery of any item ordered under the contract within seven (7) business days from the placement of the order.

The use of a private carrier to make delivery **does not** relieve the successful Vendor from the responsibility of meeting the delivery requirement.

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there must be no delay in any shipment; the agency must receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for them.

**RETURNED GOODS:**

The successful Vendor must resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. must be picked up by the successful Vendor within ten (10) business days of notification with no restocking or freight charges, and must be replaced with specified products or the agency will be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State of New Hampshire must be returned for full credit within fifteen (15) business days of receipt. Products must be in re-saleable condition (original container, unused) and there will be no restocking fee charged for these products. The using agency will be responsible for any freight charges to return these items to the successful Vendor.

**INVOICING:**

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction.

**PAYMENT:**

See Offer Section: Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments:

**<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>**

**AWARD:**

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total based on the weighted values of Sections A through C.

- Section A is weighted at 60% for chemical pricing
- Section B is weighted at 25% for testing services at State locations
- Section C is weighted at 15% for additional services

The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract. If an award is made it shall be, in the form of a State of New Hampshire Contract.

Any resulting contract shall become effective on the date approved by the Commissioner of Department of Administrative Services for the State of New Hampshire.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening, the names of the vendors submitting responses and pricing will be made public. Other specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at **<http://das.nh.gov/purchasing>**.

## PRODUCT SPECIFICATIONS AND SCOPE OF SERVICES:

### PRODUCTS:

- Scale inhibitor, "one-drum" combination, Liquid, phosphonate/polymer type  
This liquid product shall be a blend of sodium phosphonate compound, sodium lignosulfonate type polymer, sodium acrylate type polymer, sodium hydroxide, sodium sulfite (oxygen scavenger), and anti-foam compound.  
  
The product shall be effective in sequestering, dispersing and transporting scale-forming minerals from the boiler through normal blow-down. Since it does not precipitate or chelate hardness stoichiometrically, it shall not require stringent tests and controls. Due to its polymeric threshold effect, it can tolerate wide fluctuations in hardness entering the system.
- Scale inhibitor/dispersant, liquid copolymer type for steam generating systems  
This liquid dispersant shall contain a synthetic co-polymer for superior iron and phosphate dispersion. It shall be suitable for both high and low pressure boilers. It shall inhibit the tendency of precipitated salts and sludges to plate out on metal surfaces.
- Oxygen scavenger, catalyzed corrosion inhibitor, liquid  
This powdered oxygen scavenger shall be suitable for reducing the concentration of oxygen in the boiler water, so as to reduce corrosion. It shall be an aqueous solution containing 30%-40% by weight sodium bisulfite (NaHSO<sub>3</sub>) and appropriate catalysts, which will react with the dissolved oxygen even at low temperatures, resulting in chemical deaeration of the boiler water.
- Corrosion inhibitor for condensate return, Liquid, neutralizing amine, DEAE  
This corrosion inhibitor shall contain N, N-Diethylethanolamine (DEAE), a volatile neutralizing amine. It shall control corrosion in the after-boiler section of the system by neutralizing the carbon dioxide derived acidity of the condensate. For safety purposes, the product offered shall contain not more than 40% by weight, total active DEAE.
- Corrosion inhibitor/dispersant, closed system, nitrite type  
This product shall contain a blend of sodium nitrite as well as small amounts of triazole compound, sodium borate and caustic soda. The product shall be effective in protecting both ferrous and non-ferrous metals, found in re-circulating heating and cooling systems.
- Corrosion inhibitor/dispersant, liquid, for open evaporative cooling towers  
This chemical shall be a liquid blend of corrosion and scale deposit inhibitors for use in high hardness, open evaporative, recirculating cooling tower systems. It shall contain non-toxic and non-polluting inhibitors which shall minimize corrosion of steel, copper, brass and related alloys. It shall be an organo-phosphonate based inhibitor with molybdate for easy testing. Dispersants shall be a synthetic co-polymer type for controlling iron and hardness scales. It should also contain a soft metal corrosion inhibitor such as tolytriazole. The product shall be supplied in returnable drums.
- Biocide, liquid, polyquaternary ammonium type, for control of micro-organisms and fungi in recirculating closed systems, and open evaporative cooling tower systems  
The biocide shall be a polymeric quaternary ammonium type. It shall contain active ingredient having the chemical name: Poly[oxyethylene(dimethyliminio) ethylene-(dimethyliminio) ethylene dichloride]. It shall be non-flammable, and non-foaming and shall be a highly effective bactericide and fungicide for use in controlling the growth of bacteria and fungi found in industrial recirculating water cooling towers. The product shall be an EPA approved formulation.
- Liquid biocide, organosulfur type, for control of micro-organisms, fungi, algae, in cooling towers  
This liquid biocide shall be an organosulfur type of biocide, of the Isothiazolin type (nominal 1.5% active). The product shall be particularly effective against slime forming organisms common to condenser water systems. It shall be effective at relatively low concentrations and shall be highly resistant to the inhibitory effects of most organic and inorganic compounds.
- Tower Lay-up  
Re-circulated through towers and related piping system at close of season and following circulation of Tower Clean. Corrosive inhibitor.

- Tower Clean  
Re-circulated through towers and related piping system at close of season (cleaning agent)
- Reagents  
To test steam boiler water chemistry, hot loop, chill loop. Reagents used are potassium iodide, iodate, hardness indicator, powder (10 grams), phenolphthalein indicator, potassium chromate, silver nitrate, hardness buffer, hardness reagent, starch acid, molybdate reagent, total alkalinity indicator, methyl orange indicator, sulfuric acid 0.12 N, ferroin indicator, CAN solution.
- ❖ Products shall be made available in 5, 15, 30, and 55 gallon containers depending on agency's needs.

<u>Active Ingredients</u>	<u>Allowable Range</u>
% by weight phosphate, expressed as PO4 (100% active basis)	75-90%
<b>SCALE INHIBITOR, "ONE-DRUM"</b>	
% by weight sodium phosphate (100% active basis)	1-5%
% by weight sodium lignosulfonate polymer solids (100% active basis)	0.05-0.6%
% by weight sodium acrylate polymer solids (100% active basis)	1-5%
% by weight sodium hydroxide as NaOH (100% active basis)	3-14%
% by weight sodium sulfite as Na2SO3 (100% active basis)	5-10%
% by weight anti-foam compound (100% active basis)	0-5%
<b>SCALE INHIBITOR/DISPERSANT, LIQUID, FOR STEAM GENERATING SYSTEMS</b>	
% by weight co-polymer (100% active basis)	8-15%
<b>OXYGEN SCAVENGER, LIQUID</b>	
% by weight sodium bisulfate, expressed as NaHSO3 (100% active)	33-40%
% by weight sodium phosphate (100% active basis)	
% by weight cobalt sulfate (100% active basis)	0.05-0.5%
<b>CORROSION INHIBITOR, NITRITE TYPE, LIQUID</b>	
% by weight sodium nitrite, as NaNO2, (100% active basis)	35-40%
% by weight triazole compound, (100% active basis)	0.05-1%
% by weight sodium borate, (100% active basis)	0-0.5%
% by weight sodium hydroxide as NaOH, (100% active basis)	.05-0.5%
<b>CORROSION INHIBITOR/DISPERSANT, LIQUID, FOR COOLING TOWERS</b>	
% by weight organo-phosphonate (100% active basis)	4-8%
% by weight sodium molybdate	0.5-3%
% by weight co-polymer (Acumer 2000 or equal) (100% active basis)	3-6%
% by weight tolytriazole (100% active basis)	1-6%
% by weight potassium hydroxide (as KOH)	2-10%
<b>BIOCIDE, POLYQUATERNARY AMMONIUM TYPE</b>	
% by weight active polyquaternary ammonium compound(s), (100% active basis)	15-20%
<b>BIOCIDE, ORGANOSULFUR TYPE</b>	
% by weight isothiazolin compounds (100% active basis) 1.5%	1.50%

**SECTION A:** Bidder shall provide prices for each product listed. Pricing offered shall include the full cost of providing complete technical and supervisory service, test kits, test reagents, etc., including services and products as described below:

1. Provide a monthly service call to all Agency systems for which chemicals are being supplied, for example steam generating systems, re-circulating hot and cold water systems, cooling towers etc. Monthly visits shall also consist of testing chemistry and comparing results to agency's daily/weekly test results. Provide a report within 24 hours of visit with recommendations.
2. Respond to an Agency emergency call within a 24 hour period.
3. Provide Agency with adequate basic start-up procedures.

4. Assume responsibility for the supervision and oversight of the injection of all chemicals into the steam generating system, via automatic injection equipment, by-pass pumps, etc., to be provided by the Agency.
5. Provide laboratory analyses of water samples, and scale samples, as required to insure that the objectives of the water treatment program are achieved. Bidder must have access to a laboratory which has the capability of providing analyses of all elements and compounds associated with steam generation systems.
6. Assume responsibility for taking readings of various chemical concentrations, and for on-the-spot testing of samples, during the regular monthly service call.
7. Issue a written report, following each service call, with recommendations and comments, to the Agency's stationary engineer.
  - a. Written reports of each service call shall be provided to agency staff. This report shall include, at a minimum:
    - i. discrepancies identified in the system
    - ii. recommended corrective actions to be taken to resolve discrepancies
    - iii. Benefits of taking the corrective action
    - iv. Possible consequences of not taking the corrective action (i.e. replacement of heat exchanger, boiler, cooling tower, contaminated water, etc)

Note: Service report must give sufficient test information (e.g. chloride levels in boiler water, make-up water, feed water and condensate return), so that all parties concerned can easily determine the cycles of concentration, at which each individual boiler is operating, and the % of the feed water which is made up of condensate return, at time of monthly service call.

8. Provide Water Treatment Technology Seminars annually for State of New Hampshire employees. The training shall be focused on boiler water treatment and cooling water treatment and shall be at no additional charge to the State.
9. Perform Legionella Testing

**SECTION B:** Provide service calls for those agencies/buildings not requiring chemical treatment, upon request, to include, at a minimum:

1. Onsite testing of Agency water systems, including hot and cold water loops, cooling towers, and other related systems to determine need for chemicals. This shall include laboratory analysis of water and scale samples.
2. Training for on-site staff: educate staff responsible for heating and cooling systems in the need for water treatment and how it may defer or reduce costs of replacement equipment.
3. Should chemicals be required, Vendor shall provide and inject chemicals as needed, per the contracted price. Following initial chemical injection, should such building require ongoing treatment and testing, it shall be converted to the chemical pricing model as described in Section A of this RFB.
4. Legionella testing
5. Written reports of each service call shall be provided to agency staff. This report shall include, at a minimum:
  - a. discrepancies identified in the system
  - b. recommended corrective actions to be taken to resolve discrepancies
  - c. Benefits of taking the corrective action
  - d. Possible consequences of not taking the corrective action (i.e. replacement of heat exchanger, boiler, cooling tower, contaminated water, etc)
6. All labor rates shall start when Vendor's personnel arrives at the work site and end when Vendor's personnel leaves the work site.
7. Mileage and travel expenses for service calls shall be built into the service call rate in Section B of the Offer Page. No additional mileage or travel expenses may be added to invoices.

**SECTION C:** Provide additional testing and services as requested and/or required

1. Coupon installation, analysis and corrosion monitoring
2. Piping system and cooling tower cleanings
3. Additional or emergency service calls as requested and/or required
  - All labor rates shall start when Vendor's personnel arrives at the work site and end when Vendor's personnel leaves the work site.
  - Mileage and travel expenses for service calls shall be built into the repair/emergency services hourly rate in Section C of the Offer Page. No mileage or travel expenses may be added to invoices.

All services performed under this Contract(s) shall be performed between the hours of 7:00 A.M. and 4:00 P.M unless other arrangements are made in advance with the State Agency. Any deviation in work hours shall be pre-approved by the requesting Agency. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as 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.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the 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 the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include 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.

**VENDOR'S BALANCE OF PRODUCT LINE ITEMS:**

The items in each category include the items most commonly purchased by State of New Hampshire agencies, and will be used for award purposes. During the term of contract, the state may purchase other items in relation to Water Treatment from the successful Vendor's Balance of Product Line. All items ordered will include all shipping/charges as specified above in "Bid Prices".

**WARRANTY REQUIREMENTS:**

The successful Vendor(s) shall be required to warranty all of the equipment awarded for a period of not less than the manufacturer's United States warranty standard period of time or standard number of years indicated by manufacturer, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The Vendor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract drawings.

The Vendor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

**PERFORMING SERVICES:**

The Vendor will perform all services according to the requirements and specifications of this bid.

**OFFER:**

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted IN Attachment A, in complete accordance with general and detailed specifications included herewith.

Vendor(s) shall complete all portions of the Offer Section.

The successful Vendor(s) shall not be reimbursed for mileage and travel time for services. Mileage and travel expenses for repair/emergency services shall be built into the repair/emergency services hourly rate, Section C. No mileage or travel expenses can be added separately to the invoice.

No partial bids will be considered.

**If an item is a "No Charge" to the State of NH, the successful Vendor(s) shall enter \$0.00 in the offer.**

**See Attachment A: Offer Sheet**

**Fill in: Section A: Columns B, C and E;  
Sections B and C: Column B**

**DELIVERY LOCATIONS:**

The following are the current State of New Hampshire agency locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

Spaulding Hall	95 Pleasant Street, Concord	Mike Dupont	603-271-3148
Johnson Hall	107 Pleasant Street, Concord	Mike Dupont	603-271-3148
Walker Building	21 South Fruit Street, Concord	Mike Dupont	603-271-3148
NH Hospital	36 Pleasant Street, Concord	Gerard Fraher	603-271-5270
NH State Prison for Women	317 Mast Road, Goffstown	Bill Lavallee	603-668-6137
NH State Prison for Men	281 N. State Street, Concord	Daniel Case	603-271-1877
Veterans Home	139 Winter Street, Tilton	Jon Bossey	603-527-4452
Northern NH Correctional Facility	138 E. Milan Road, Berlin	Joe Bachefor	603-752-0302
Glencliff Home	393 High Street, Glencliff	David Brown	603-989-3111
Health & Human Services Bldg	29 Hazen Drive, Concord	Bill Kordas	603-271-3148
Monadnock Mill	17 Water Street, Claremont	Andy Descoteau	603-271-3148

**VENDOR CONTACT INFORMATION:**

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

_____	_____	_____
Contact Person	Telephone Number	Toll Free Telephone Number
_____	_____	_____
Fax Number	E-mail Address	Company Website
_____	_____	
Vendor Company Name	DUNS #	

**Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.**

# SAMPLE FORM TO BE COMPLETED UPON AWARD

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

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		1.15 Name and Title of State Agency Signatory	
Date:			
1.16 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council			
By: _____		On: _____	

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 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 \$1,000,000 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 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.