



ADMINISTRATIVE OFFICE  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

April 16, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a contract Granite State Lawncare LLC, Cornish, NH in the amount not to exceed \$13,500.00 for lawn care and landscape services at NHES' Local Office located in Claremont. This contract is from the date of Governor and Council approval through October 31, 2021. 100% Federal funds.

Federal funds to support this request are anticipated to be available in the following account in State FY 2019 and State FY 2020 forward contingent upon the availability and continued appropriation of funds in future operating budgets, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

		<u>STATE FISCAL YEAR</u>			
		<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY				
10-02700-80400000-048-500226	Maintenance, Bldg & Grnds	\$1,500.00	\$4,500.00	\$4,500.00	\$3,000.00

EXPLANATION

NHES is requesting approval of the attached contract for lawn care and landscape services. The contract total of \$13,500.00 (\$4,500.00 per year pro-rated by season for the Claremont NHES location) is for the period beginning with the date of Governor and Council approval through October 31, 2021.

A competitive bid process was undertaken for lawn care and landscape services at the following NHES Local Offices: Berlin, Claremont, Conway, Nashua, Portsmouth, Salem and Somersworth. NHES simultaneously posted the "Request For Proposal" (RFP) to two (2) state websites and distributed copies to forty-seven (47) landscape vendors throughout the state. A total of thirteen (13) vendors submitted twenty-four (24) proposals for the various locations. A review of the submitted proposals resulted in the selection of this lowest responding vendor for the Claremont NHES location. A list with RFP responses is attached.

Respectfully submitted,

George N. Copadis  
Commissioner  
GNC/jdr  
Attachments

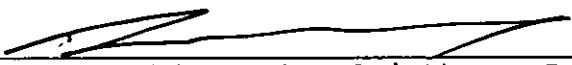
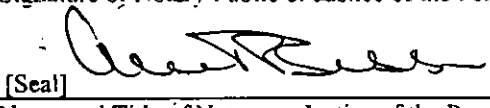
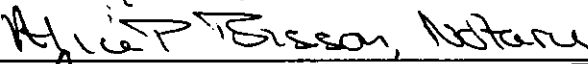
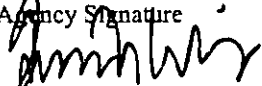

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name Granite State Lawncare LLC		1.4 Contractor Address PO Box 419, Cornish, NH 03746	
1.5 Contractor Phone Number (603) 477-3955	1.6 Account Number 10-027-8040-048-500226	1.7 Completion Date October 31, 2021	1.8 Price Limitation \$13,500.00
1.9 Contracting Officer for State Agency George N. Copadis		1.10 State Agency Telephone Number (603) 228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Andrew Campbell, Member	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/2/19</u> , 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 			
1.13.2 Name and Title of Notary or Justice of the Peace 		ALICE P. BISSON, Notary Public State of New Hampshire My Commission Expires March 23, 2021	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/17/2019</u>			
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

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.



**STATE OF NEW HAMPSHIRE**  
**Department of Employment Security**  
**Scoring Sheet**

**RFP # NHES 2019-01**

Landscape and Maintenance Services

Issue Date: March 6, 2019

Due Date: March 22, 2019

	TECHNICAL PROPOSAL		PRICE PROPOSAL / LOCATION							TOTAL PROPOSAL / LOCATION						
	1) Relevant Experience and Overall Qualifications.	2) References from clients for whom similar services have been performed.	BERLIN	CLAREMONT	CONWAY	NASHUA	PORTSMOUTH	SALEM	SOMERSWORTH	BERLIN	CLAREMONT	CONWAY	NASHUA	PORTSMOUTH	SALEM	SOMERSWORTH
<b>MAXIMUM POINTS</b>	<b>15</b>	<b>15</b>	<b>70</b>	<b>70</b>	<b>70</b>	<b>70</b>	<b>70</b>	<b>70</b>	<b>70</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>	<b>100</b>
Giant Landscaping	15	15				36	30					66	60			
Going Green Landscaping	15	15					59						89			
North Point Outdoors	15	15						30						60		
Cheapskate Landscape	15	15			70	70	70	70	70			100	100	100	100	100
Veterans Landscaping	10	15				35		27				60		52		
RWN Property Svc	15	15			47							77				
Croteau's Lawn Service	15	15	70							100						
Knott's Land Care	15	15				59						89				
Elf's Landscaping	15	15			16		19	17	19			46		49	47	49
Granite State Lawncare	15	15		70							100					
Great Horizons	15	15					29							59		
Salmon Falls	15	15					49		49					79		79
ASAP Landscape	15	15				46		42					76		72	

**EVALUATION TEAM:**

Megan Yaple, Counsel

Jesse Propri, Plant Maintenance Engineer IV

Jill Revels, Business Administrator

RFP was posted to two state websites and sent to 47 vendors.

24 Proposal(s) Submitted

13 Responding Vendor(s)



## EXHIBIT A

### 1 SCOPE OF SERVICES

#### 1.1 OVERVIEW

Services will be provided as described in the Contractor's Technical and Cost Proposal submitted in response to RFP # NHES 2019-01 for Landscape and Maintenance Services and as further described in this Agreement. The Contractor's Proposal is hereby incorporated by reference into this Agreement.

This section identifies specific services, products, materials, labor, tools, equipment and/or transportation necessary to provide all phases of landscaping/maintenance required at NH Employment Security (NHES) facility as listed: 404 Washington Street, Claremont, NH 03743.

#### 1.2 DESCRIPTION OF WORK

Contractor will provide landscaping services, including all phases of tree, shrub and lawn care to include weekly mowing, edging, weeding around bushes and other plantings, and raking grass.

- Lawn care will include lawn mowing of all grassed areas at least once a week, trim edging, weeding around bushes, walkways and other plantings. Lawn will be kept free of leaves, clippings and other debris. Raked material will be disposed of properly. No grass clippings, trimmings and debris will be swept, raked or dumped into storm drains or dumpster.
- In addition to normal landscaping duties, Claremont landscaper will maintain hillside behind the building once monthly to ensure brush is always kept to a minimum. The hillside is too steep to mow and will be weed whacked/trimmed back from June through October. Contractor will inspect parking lot, lawn, bank on North and East side of property, and wooded area to assure that it is kept clean and free of debris. Contractor will rake all areas including banking in autumn and clean up each spring. Contractor will clear dead limbs and sprouting bushes from wooded area monthly or as needed.
- **FERTILIZING:** Contractor will fertilize lawn, all shrubs and plantings with a four-step plan, to include labor and materials, for spring, summer and fall.

**Step One:** Apply in May; contractor will apply a combination of slow release lawn food with trace elements and pre-emergent crabgrass preventer. This should provide a minimum of eight (8) weeks of control. DO NOT seed for at least eight (8) weeks after this application.

**Step Two:** Apply late May through early June; contractor will apply a lawn fertilizer and product to prevent weeds from growing.

**Step Three:** Apply mid-August, contractor will apply lawn food that provides nutrients for six (6) to eight (8) weeks.

**Step Four:** Apply late September through October, contractor will apply winterizer.

- Contractor will apply lime to lawn in spring and fall, as soil conditions require.

- **PLANTING:** Plantings to replace shrubs, trees, and flowers will be completed as requested. NH Employment Security will be billed Contractor's cost for plantings. Cost of replacement or additional repairs will be invoiced in the month work was done. Estimates for repair/replacement work will be approved by NHES prior to work being done.
- Contractor will perform diagnostic services to grass areas, to soil around base of birches, firs, maples, young trees and shrubs, to determine fertilizing needs. Contractor will apply fertilizer as necessary based upon diagnostic services.
- Contractor will prune all shrubs to maintain size, shape, and structure annually.
- Contractor will refresh the stone each spring as necessary to clean-up beds around office.
- Contractor will perform lawn care, including watering, to prevent browning or burning of landscape.
- Contractor will bark mulch flower and shrub beds in springtime only.
- Contractor will refresh mulched areas to proper levels utilizing an ant and bug resistant mulch.
- Contractor will weed mulched, fenced, bank and stone bed areas.
- Contractor will clean up storm damage or any debris created by minor construction.
- Contractor will clean dead limbs and sprouting bushes from wooded areas, preventing wooded area from encroaching landscaped areas monthly or as needed.

### 1.3 SAFETY

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

Work performed will be compliant with existing State and Federal safety regulations and standards including, but not limited to, OSHA and U.S. Department of Labor regulations, to ensure safety of the Contractor's workers, NH Employment Security staff and the general public.

### 1.4 MSDS SHEETS

Upon contract award, and prior to performance of any service, Contractor must provide copies of Material Safety Data Sheets for all chemicals/materials that will be used at NH Employment Security to NHES Project Manager, Jesse Propri, [Jesse.B.Propri@nhes.nh.gov](mailto:Jesse.B.Propri@nhes.nh.gov), (603) 228-4027. Jesse Propri will be the day-to-day point of contact for work performed under the contract.



## EXHIBIT B

### 2 PRICE TERMS

#### 2.1 PRICING IN ACCORDANCE WITH PROPOSAL

The Contractor agrees to provide NHES with services as indicated in **Exhibit A** of this Agreement at prices quoted in the Proposal and as shown below. The Contract is for a term beginning upon execution or May 1, 2019, whichever is later, and continuing through October 31, 2021. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

#### Claremont Office

Calendar Year 2019		Calendar Year 2020		Calendar Year 2021	
May	750.00	May	750.00	May	750.00
June	750.00	June	750.00	June	750.00
July	750.00	July	750.00	July	750.00
August	750.00	August	750.00	August	750.00
September	750.00	September	750.00	September	750.00
October	750.00	October	750.00	October	750.00
<b>TOTALS</b>	<b>\$4,500.00</b>		<b>\$4,500.00</b>		<b>\$4,500.00</b>
<b>TOTAL CONTRACT NOT TO EXCEED</b>					<b>\$13,500.00</b>

#### 2.2 INVOICES

Contractor will invoice NH Employment Security on a monthly basis. Invoice must include a **brief description of work done and location of work**. NHES will make payment through normal state payment process that is up to 30 days following receipt of approved invoice.

**Invoices will be sent to:**

**NH Department of Employment Security  
ATTN: Fiscal Management Section  
45 South Fruit Street  
Concord, NH 03301**

## **EXHIBIT C**

### **3 ADDITIONAL PROVISIONS**

#### **3.1 TERMS & EXTENSION**

The agreement will begin May 1, 2019 or upon approval by the Governor and Council, whichever is later, and conclude three years from that date unless terminated sooner as provided for in applicable contract documents. The contract term may be extended by an additional term of two (2) years at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

#### **3.2 CONTRACT DOCUMENTS**

Standard terms and conditions are set forth in the Standard State Contract form, P-37. In the case of any conflict in terms between Exhibit C and the P-37, the provisions of the P-37 form will control.

#### **3.3 TERMINATION FOR CONVENIENCE**

If Contractor fails to perform services as required, this agreement may be terminated as provided in the P-37 contract form. Either party may terminate this agreement for convenience at any time prior to effective date of termination by giving thirty (30) days advance written notice of intent to terminate to the other party.

#### **3.4 CONFIDENTIALITY, CRIMINAL RECORD & NH CERTIFICATE OF GOOD STANDING**

Contractor and each of its employees working on NHES property will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726)** and a **CRIMINAL RECORD AUTHORIZATION FORM (Form No. DES 2135)** prior to the start of any work under this Agreement. There is a fee for each background check required, which must be paid by the contractor.

#### **3.5 DAMAGE**

Contractor agrees that any damage to building(s), materials, equipment or other property during performance of its services will be repaired at its expense. Contractor agrees to return all buildings, materials, equipment or property affected by the contractor's work to their original condition or better. Contractor agrees to obtain approval of NH Employment Security representative assigned to project for any sub-contractor performing such repair work.

#### **3.6 DEBARMENT AND SUSPENSION**

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 State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

**3.7 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (IF APPLICABLE)**

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**3.7 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (IF APPLICABLE)**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**3.8 BYRD ANTI-LOBBYING AMENDMENT (IF APPLICABLE)**

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

**3.9 DAVIS-BACON ACT (IF APPLICABLE)**

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

**3.10 CONTRACT WORK HOURS AND SAETY STANDARDS ACT (IF APPLICABLE)**

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE STATE LAWN CARE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on July 09, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 798601

Certificate Number: 0004499543



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**Limited Partnership or LLC Certification of Authority**

I, Andrew Campbell, hereby certify that I am the Sole Member  
(Name)  
of Granite State Lawncare LLC a limited liability partnership  
(Name of Partnership or LLC)  
under RSA 304-B or a limited liability corporation under RSA 304-C. I certify that I am authorized  
to bind the partnership or LLC.

I further certify that it is understood the State of New Hampshire will rely on this certificate  
as evidence that the person listed above currently occupies the position indicated and that they have  
full authority to bind the partnership or LLC and that this authorization has not expired.

DATED: 4-17-19 ATTEST: Andrew Campbell Member  
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2019

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

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


<b>PRODUCER</b> <b>MALONEY ASSOC INS - HANOVER</b> 12 South Street, Ste 3 Hanover, NH 03755 Brodie Ladue	603-277-9500	<b>CONTACT NAME:</b> Brodie L Alken <b>PHONE (A/C, No, Ext):</b> 603-277-9500 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Granite State Industries, LLC Granite State Lawn Care, LLC PO Box 419 Cornish, NH 03746	<b>INSURER A:</b> The Cincinnati Insurance Co.	<b>NAIC #</b> 10677
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL BUBR INSD JWVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ENP 0489612	05/24/2018	05/24/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		EBA 0489611	05/24/2018	05/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	EWC 0489610	05/24/2018	05/24/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Andrew Campbell is excluded from Workers Compensation coverage

<b>CERTIFICATE HOLDER</b>  STATENH  State of New Hampshire NH Employment Security 45 South Fruit Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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