



GEORGE N. COPADIS, COMMISSIONER

April 3, 2013

Her Excellency, Governor Margaret Wood Hassan
 and the Honorable Council
 State House
 Concord, NH 03301

Requested Action

To authorize New Hampshire Employment Security (NHES) to enter into a contract with Salmon Falls Nursery (VC# 153184), Berwick, ME in the amount not to exceed \$28,320.00 for lawn care and landscape services at NHES Local Offices located at 2000 Lafayette Road, Portsmouth and 6 Marsh Brook Drive, Somersworth, NH. This contract is from the date of Governor and Council approval through October 31, 2015. 100% Federal funds.

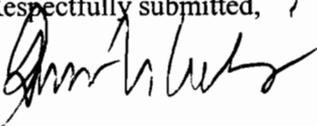
Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2013 forward with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

02 - 27 - 27 - 270010 - 8040 DEPT OF EMPLOYMENT SECURITY							
				FY 2013	FY 2014	FY 2015	FY 2016
10 -	02700 -	80400000 -	048 - 500226 Contractual Repairs,	\$ 2,974.32	\$ 9,440.00	\$ 9,440.00	\$ 6,465.68
			Building & Grounds				
	Vendor Code:	153184 Salmon Falls Nursery					
	RQ #:	136467					

Explanation

NHES is requesting approval of the attached contract for lawn care and landscape services. The contract total of \$28,320.00 (\$9,440.00 per year pro-rated by season) is for the period beginning with the date of Governor and Council approval and terminating on October 31, 2015.

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. A "Request For Proposal" (RFP) was sent to sixteen (16) vendors, eight (8) of which responded to our various advertisements and eight (8) were obtained from an agency database. Of those sixteen (16) vendors, nine (9) vendors submitted a total of sixteen (16) bids for various locations. A review of the submitted bids resulted in the selection of the lowest responding bidder for the Portsmouth and Somersworth locations. An RFP list with bid and non-bid responses is attached.

Respectfully submitted,

 George N. Copadis
 Commissioner

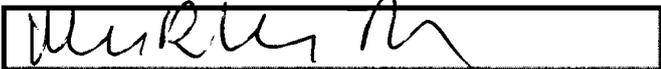
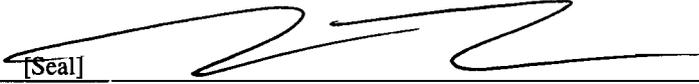
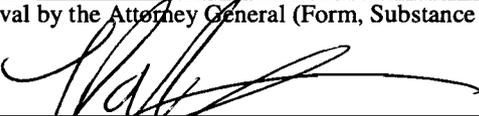
GNC/jdr
 Attachments

Subject: Portsmouth & Somersworth Landscaping Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH Employment Security</u>		1.2 State Agency Address <u>32 South Main Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Salmon Falls Nursery - VC #153184</u>		1.4 Contractor Address <u>511 Portland Street, Berwick, ME, 03901</u>	
1.5 Contractor Phone Number <u>207-252-3770</u>	1.6 Account Number <u>010-027-8040-048-0226</u>	1.7 Completion Date <u>October 31, 2015</u>	1.8 Price Limitation <u>\$28,320.00</u>
1.9 Contracting Officer for State Agency <u>George N. Copadis, Commissioner</u>		1.10 State Agency Telephone Number <u>603-228-4000</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Mark Pendergast</u>	
1.13 Acknowledgement: State of <u>ME</u> , County of <u>York</u> On <u>2/4/13</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  [Seal]		CYNTHIA DUMOND Notary Public, Maine My Commission Expires October 22, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Cynthia Dumond, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>George N. Copadis, Commissioner</u>	
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) By:  On: <u>3/26/13</u>			
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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials MP
Date 2/4/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials MP/MS
Date 2 Jul 8

EXHIBIT A

SCOPE

This document defines specific services, materials, products, labor, tools, equipment and/or transportation necessary to provide all phases of landscape maintenance at NH Employment Security facilities as listed: 151 Pleasant Street, Berlin, 404 Washington Street, Claremont, 518 White Mountain Highway, Conway, NH, 03818; 6 Townsend West, Nashua, NH, 03063; 2000 Lafayette Road, Portsmouth, NH, 03801; 29 South Broadway, Salem, NH, 03079; 6 Marsh Brook Drive, Somersworth, NH, 03878.

Exhibit A defines services for all offices. Specific offices per contractor are defined in P37 and in Exhibit B.

DESCRIPTION OF WORK

Salmon Falls Nursery, henceforth referenced as Contractor, will provide landscaping services for NHES Portsmouth & Somersworth offices. Landscaping services include all phases of tree, shrub and lawn care and weekly mowing, edging, weeding around bushes and other plantings, and raking grass to keep it free of leaves, clippings and other debris. Raked materials must be disposed of properly. No debris will be swept, raked or dumped into storm drains.

- In addition to normal landscaping duties, **Claremont** landscaper will maintain hillside behind building once monthly to ensure brush is always kept to a minimum. Hillside is too steep to mow and will be weed whacked/trimmed back from June through October. Contractor will police 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 clean dead limbs and sprouting bushes from wooded area monthly or as needed.
- In addition to normal landscaping duties, **Conway** landscaper will maintain hillside on left side of building, leading down to Saco River, once monthly to ensure brush is always kept to a minimum. Hillside is too steep to mow and will be weed whacked/trimmed back from June through October.
- Lawn care will include mowing all grassed areas at least once a week, including swales, trim edging, including areas abutting walkways, driveways, and mulched areas, 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.
- Regarding **Nashua** property, cofferdam spillway and retention ponds must be cut and free of debris.
- Contractor will mow, edge and rake grass to keep it free of leaves, clippings and other debris. Raked material must be disposed of properly. No debris will be swept, raked or dumped into storm drains.
- **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 late April through early 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 a 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 condition requires.

- **PLANTING:** Plantings to replace shrubs, trees, and flowers for those that die will be done as needed. 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 as needed.
- 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 add and refresh mulched areas to proper levels utilizing an ant and bug resistant mulch.
- Contractor will weed mulched, fenced, bank and stoned areas.
- Contractor will clean up storm damage or any debris created by minor construction.
- Contractor will police entire landscaping area and parking lot for debris, and properly dispose of debris.
- Contractor will police entire landscaping area and parking lot for debris, and properly dispose of debris. **This includes the bank on south side of Portsmouth property** between wooded area and Route 1, which will be raked and cleaned spring and fall, and as needed. Please ensure drainage area in Portsmouth, across the parking lot from main entrance, is free of debris at all times.
- Contractor will clean dead limbs and sprouting bushes from wooded areas, preventing wooded area from encroaching landscaped areas, monthly or as needed.
- Contractor will keep generator area free of weeds and growth.

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 his 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 to ensure safety of worker, NH Employment Security staff and the general public.

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 or NHES Administrative Services Supervisor Ernie Liakas.

EXHIBIT B

INVOICING

Contractor agrees to provide NH Employment Security with services indicated in RFP and in Exhibit A of this agreement, according to accepted bid for request for proposal at prices outlined in that proposal and shown below. Contractor agrees to perform services in a professional manner and in accordance with specifications.

FY 13-14		FY 14-15		FY 15-16		3 Seasons
PORTSMOUTH OFFICE						
April	\$513.58	April	\$513.58	April	\$513.58	
May	\$513.57	May	\$513.57	May	\$513.57	
June	\$513.57	June	\$513.57	June	\$513.57	
July	\$513.57	July	\$513.57	July	\$513.57	
August	\$513.57	August	\$513.57	August	\$513.57	
September	\$513.57	September	\$513.57	September	\$513.57	
October	\$513.57	October	\$513.57	October	\$513.57	
TOTAL	\$3,595.00		\$3,595.00		\$3,595.00	\$10,785.00
SOMERSWORTH OFFICE						
April	\$477.90	April	\$477.90	April	\$477.90	
May	\$477.85	May	\$477.85	May	\$477.85	
June	\$477.85	June	\$477.85	June	\$477.85	
July	\$477.85	July	\$477.85	July	\$477.85	
August	\$477.85	August	\$477.85	August	\$477.85	
September	\$477.85	September	\$477.85	September	\$477.85	
October	\$477.85	October	\$477.85	October	\$477.85	
TOTAL	\$3,345.00		\$3,345.00		\$3,345.00	\$10,035.00

Annual Seeding/Planting/Special Projects = \$1,000.00 for Portsmouth & \$1,500.00 for Somersworth

	PORTSMOUTH = \$13,785.00
	<u>SOMERSWORTH = \$14,535.00</u>
TOTAL CONTRACT NOT TO EXCEED:	\$28,320.00

Contractor will invoice NH Employment Security on a monthly basis, after services have been provided. 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:

**Helen A. Dinsmore
NH Employment Security
32 South Main St
Concord, NH, 03301**

EXHIBIT C

TERM & EXTENSION

This agreement will begin upon Governor and Council approval and terminate October 31, 2015. This agreement may be extended for up to two (2) additional one-year (1) periods providing there are no changes in rates, terms or conditions.

TERMINATION

If Contractor fails to perform services as required, this agreement will without notice, become void and of no effect, with no liability on the part of NH Employment Security beyond the date on which Contractor fails to perform required services. Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least thirty (30) days prior to effective date of termination.

CONFIDENTIALITY, CRIMINAL RECORD & NH CERTIFICATE OF GOOD STANDING

Contractor and his employees will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM (DES 1726)**, and a **CRIMINAL RECORDS FORM (DES 2135)**, to be provided by NH Employment Security, if applicable, prior to any work being done. There is a \$25 fee for each check required. During the course of this agreement any personnel scheduled to enter NH Employment Security must be reported to a NH Employment Security official and a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORDS FORM** submitted for processing prior to entrance to NHES. Contractor must provide a **Certificate of Good Standing** from NH Secretary of State. A \$5 fee is required for **Certificate of Good Standing**.

DAMAGE

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

INSURANCE

Contractor will furnish a Certificate of Insurance as evidence of the existence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident. Contractor agrees to maintain workers' compensation and employer's liability insurance for all Contractor employees engaged in the performance of the agreement.

SUB-CONTRACTING

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

ACCEPTANCE OR REJECTION BY NH EMPLOYMENT SECURITY

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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

DAVIS-BACON ACT

Davis-Bacon 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/mechanics prevailing wages/fringe benefits for corresponding work on similar projects in the area, as determined by Department of Labor.

AMERICANS WITH DISABILITIES ACT

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

PAYMENT BOND/MILLER ACT

Contractor agrees to comply with The Miller Act bond requirement and NHRS 447:16. **A Payment Bond**, with a surety satisfactory for **protection of all persons supplying labor and material in carrying out work provided for in the contract**. Amount of **payment bond will equal total amount payable by terms of contract** unless officer awarding contract determines, in a writing supported by specific finds, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A payment bond is required for contract of \$35,000 – 99,999 Dollars. **A Performance Bond** is required for contracts totaling \$100,000 Dollars or more.



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 SALMON FALLS NURSERY, INCORPORATED a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on April 7, 1989. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



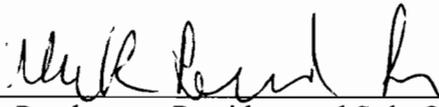
In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 5th day of February, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Mark Pendergast, President, the only Corporate Officer and Director and Sole Owner of Salmon Falls Landscaping Inc. hereby authorize myself, to execute, submit, deliver and amend, on behalf of Salmon Falls Landscaping, Inc. any and all documents or contracts in connection with the landscape maintenance contract for the New Hampshire Employment Security located at 2000 Lafayette Rd, Portsmouth , NH and 6 Marsh Brook Drive, Somersworth, NH.



Mark Pendergast, President and Sole Owner

Acknowledgement: State of ME County of York on Feb 1, 2013, before the undersigned officer of Salmon Falls Landscaping Notary Public/Justice of Peace, personally appeared Mark Pendergast identified as owner or satisfactorily proven to be the person named above and acknowledged that he executed this document in the capacity indicated.

Signature of Notary Public/Justice of Peace



(Seal)

CYNTHIA DUMOND
Notary Public, Maine
My Commission Expires October 22, 2016

My commission expires on October 22, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE
02/01/2013

PRODUCER New England Financial Services 190 US Route 1 #238 Falmouth, ME 04105 (207) 541-9775	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Salmon Falls Nursery & Landscaping Inc. 511 Portland St Berwick, ME 03901	INSURER A: Great Falls Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

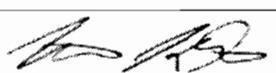
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES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

INSR LTR		POLICY NUMBER	POLICY EFFECTIVE DATE (MM / DD / YY)	POLICY EXPIRATION DATE (MM / DD / YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE(Any one fire) \$ MED EXP(Any one person) \$ PERSONAL && ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP / OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON - OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY : AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y If yes, describe under SPECIAL PROVISIONS below	WCD0808510012	11/19/2012	11/19/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E. L. EACH ACCIDENT \$ 2,000,000 E. L. DISEASE - EA EMPLOYEE \$ 2,000,000 E. L. DISEASE - POLICY LIMIT \$ 2,000,000 \$ \$ \$
	OTHER				\$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Additional Insureds do not apply to Workers Compensation.
 Workers Compensation coverage applies to All States Excluding Monopolistic States.

Job locations: 2000 Lafayette Rd, Portsmouth, NH and 6 Marsh Brook Drive, Somersworth, NH.

CERTIFICATE HOLDER NH Employment Security 32S South Main St Concord, NH 03301	ADDITIONAL INSURED ; INSURER LETTER :	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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NH Employment Security
Landscaping Services

BID OPENING: 5/21/12 @ 2:00 PM

16 RFPs Distributed 16 Bids Submitted from 9 Contractors: 3 Ad; 2 Internet; 8 NHES Database Responses, 1 Word of Mouth, 2 Job Board

Vendor Bid Ascertained Via	Vendor Information	Yr 1	YR 2	Yr 3	Total	Office Location Reason for not bidding
Angerami Property Services Mike Angerami NHES Database	185 Jobin Drive, Manchester, NH, 03103 603-634-5130 cardni95@comcast.net	\$3,600 \$6,800	\$3,600 \$6,800	\$3,600 = \$10,800 \$6,800 = \$20,400		Salem Office Nashua Office
Barreira Cleaning Services Tom Addario NHES Database	60 Bemis St, Berlin, NH, 03570 603-752-4538 MTSBTOMMY@yahoo.com	\$3,493	\$3,493	\$3,493 = \$10,479		Berlin Office
Brian Costello Individual, Brian Costello Somersworth Job Board	27 Riverlawn Ave, Rochester, NH, 03868 603-781-1256 brian.costello59@gmail.com		NO BID			Could not provide timely bid.
CMI Property Solutions Robert Bellavance Construction Summary	3510 Lafayette #5, Portsmouth, NH, 03801 603-319-1661 robert@cmipropertyolutions.com		NO BID			Could not provide timely bid.
Edmonds Landscaping Daniel Edmonds NHES Database	9 Clay St, Merrimack, NH, 03054 603-674-1878 edmondslandscaping97@yahoo.com		NO BID			Could not provide competitive bid.
Elf's Landscaping, Inc. Sue Fosse & Melissa Keene NHES Database	PO Box 7266, Rochester, NH, 03839 603-332-8324 melissa@elfslandscaping.com	\$3,895 \$3,895 \$3,520	\$4,045 \$4,045 \$3,670	\$4,195 = \$12,135 \$4,195 = \$12,135 \$3,820 = \$11,010		Portsmouth Office Salem Office Somersworth Office
Family Tree Lndscpng & Excvtvn Jason Miller & sister Lisa Leveque Salem Job Board	6 Coventry Ln, Derry, NH, 03038 603-432-2433 familytreelandscapingnh@yahoo.com	\$3,395	\$3,395	\$3,395 = \$10,185		Salem Office
Giant Landscaping Katie Pollard, Jeff Lavigne NHES Database	PO Box 5695, Manchester, NH, 03108 603-625-0094 Katie@giantlandscaping.net	\$3,800 \$3,585	\$3,900 \$3,675	\$3,950 = \$11,650 \$3,725 = \$10,985		Nashua Office - WINNING BID Salem Office
Granite State Lawncare Andrew Campbell NHES Database	6 Sunset Street, Claremont, NH, 03743 603-542-7200 granitestatelawns@yahoo.com	\$3,500	\$3,500	\$3,500 = \$10,500		Claremont Office - WINNING BID
Jungle Jims Dan Morgan Union Leader	2100 Dover Rd., Epsom, NH, 03234 603-736-8896 dmorganjunglejims@metrocast.com		NO BID			Could not provide competitive bid.

Ads: Union Leader; NH-PTAP, Construction Summary, Onvia, MyBid, Reed Business, IsQft, McGraw-Hill, Works In Progress, etc.
NHES Job Board; NHES Database: All bidders previously responding to similar NHES projects advertised in Newspaper or on Internet.

NH Employment Security
Landscaping Services

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Vendor Bid Ascertained Via	Vendor Information	Yr 1	YR 2	BID	Yr 3	Total	Office Location
P & L Landscaping Roland Duvall	79 DW Hwy, Merrimack, NH, 03054 603-595-2802 <u>RolandDuvall@PLLandscaping.com</u>		NO BID				Could not provide competitive bid.
Piscataqua Landscaping Co, Inc. Justin Gamester	26 Maclellan Ln, Eliot, ME, 03903 207-439-2241 x217 <u>jgamester@piscataqualandscaping.com</u>		NO BID				Could not provide timely bid.
RWN Property Services, Inc. Bob Nelson & Ann-Michele Ames NHES Database	6 White Horse Rd., N Conway, NH, 03860 603-356-4759 <u>robert@rwnpropertieservices.com</u>	\$2,976 \$3,549	\$2,976 \$3,549		\$2,976 = \$ 8,928 \$3,549 = \$10,647		Berlin Office - WINNING BID Conway Office - WINNING BID
Salmon Falls Nursery Landscaping Stuart Stevens NHES Database	511 Portland St., Berwick, ME, 03901 207-252-3568 <u>Stuart@SalmonFallsNursery.com</u>	\$3,595 \$3,345	\$3,595 \$3,345		\$3,595 = \$10,785 \$3,345 = \$10,035		Portsmouth Office - WINNING BID Somersworth Office - WINNING BID
Trugreen Ben Wojciechowski	15 Delta Dr, Londonderry, NH, 03053 603-234-0440 <u>Benjamin.Wojciechowski@trugreenmail.com</u>		NO BID				Could not provide competitive bid.
Veteran's Mowing & Plowing Ed O'Neill NHES Database	7 Normandy Way, Nashua, NH, 03063 603-475-4416 <u>veteransmp@comcast.net</u>	\$3,819 \$3,240	\$3,933 \$3,337		\$4,047 = \$11,799 \$3,434 = \$10,011		Nashua Office Salem Office - WINNING BID
Quick Cost Breakdown Bidders							
Angerami Property Svcs	Berlin 2 Bids	\$0					Somersworth 2 Bids \$0
Barreira Cleaning Svcs	Berlin 2 Bids	\$10,479					\$0
Elf's Landscaping	Berlin 2 Bids	\$0					\$12,135
Family Tree	Berlin 2 Bids	\$0					\$10,185
Giant Landscaping	Berlin 2 Bids	\$0					\$10,985
Granite State Lawncare	Berlin 2 Bids	\$0					\$0
RWN Property Svcs	Berlin 2 Bids	\$8,928*					\$0
Salmon Falls Nursery	Berlin 2 Bids	\$0					\$10,785*
Veterans Mowing	Berlin 2 Bids	\$0					\$10,011*

Winning Bids are noted with asterisks.

Bids do not include \$3,000 per year seedling/special planting projects.