



GEORGE N. COPADIS, COMMISSIONER

March 20, 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 Veterans Mowing & Plowing, LLC (VC# 210096), Nashua, NH in the amount not to exceed \$14,799.00 for lawn care and landscape services at NHES Local Office located at 29 South Broadway, Salem, 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, Building & Grounds	\$ 1,636.71	\$ 4,867.87	\$ 4,981.84	\$ 3,312.58

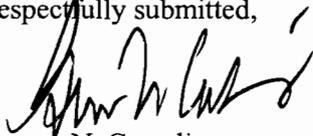
Vendor Code: 210096 Veterans Mowing & Plowing, LLC  
 RQ #: 136087

**Explanation**

NHES is requesting approval of the attached contract for lawn care and landscape services. The contract total of \$14,799.00 (\$4,819 for the first year, \$4,933 for the second year and \$5,047 for the third 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 Salem location. An RFP list with bid and non-bid responses is attached.

Respectfully submitted,



George N. Copadis  
 Commissioner

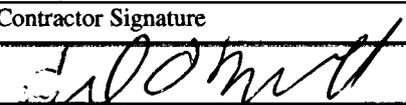
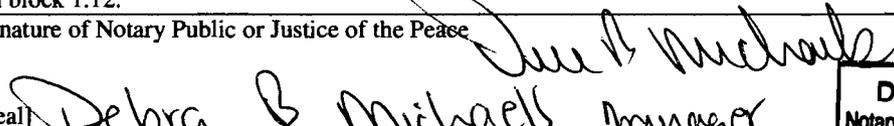
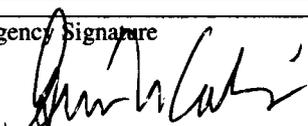
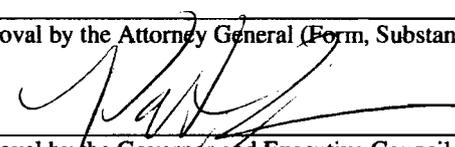
GNC/jdr  
 Attachments

Subject: NHES Salem Landscaping **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 <div style="border: 1px solid black; padding: 5px; text-align: center;">NH Employment Security</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 5px; text-align: center;">32 South Main Street, Concord, NH 03301</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 5px; text-align: center;">Veterans Mowing &amp; Plowing, LLC</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 5px; text-align: center;">7 Normandy Way, Nashua, NH, 03063</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 5px; text-align: center;">603-475-4416</div>	1.6 Account Number <div style="border: 1px solid black; padding: 5px; text-align: center;">010-027-8040-048-0226</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 5px; text-align: center;">October 31, 2015</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 5px; text-align: center;">\$14,799.00</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 5px; text-align: center;">George N. Copadis, Commissioner</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 5px; text-align: center;">603-228-4000</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 5px; text-align: center;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 5px; text-align: center;">EJ O'Neill</div>	
1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">NH</span> , County of <span style="border: 1px solid black; padding: 2px;">HILLSBOROUGH</span> On <span style="border: 1px solid black; padding: 2px;">2/18/13</span> , 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 <div style="border: 1px solid black; padding: 5px; text-align: center;"></div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 5px; text-align: center;">Debra B. Michaels, Manager Sovereign Bank</div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 5px; text-align: center;"></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 5px; text-align: center;">George N. Copadis, Commissioner</div>	
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: <span style="border: 1px solid black; padding: 2px;">3/18/13</span>			
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

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.

## 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, Salem, 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

Veterans Mowing & Plowing, LLC, henceforth referenced as Contractor, will provide landscaping services for NHES Salem office. 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 **Salem** 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.

<b>FY 13-14</b>		<b>FY 14-15</b>		<b>FY 15-16</b>		<b>3 Seasons</b>
<b>SALEM OFFICE</b>						
April	\$545.57	April	\$561.86	April	\$578.14	
May	\$545.57	May	\$561.86	May	\$578.14	
June	\$545.57	June	\$561.86	June	\$578.14	
July	\$545.57	July	\$561.86	July	\$578.14	
August	\$545.57	August	\$561.86	August	\$578.14	
September	\$545.57	September	\$561.86	September	\$578.14	
October	\$545.58	October	\$561.84	October	\$578.16	
<b>TOTAL</b>	<b>\$3,819.00</b>		<b>\$3,933.00</b>		<b>\$4,047.00</b>	<b>\$11,799.00</b>

**Annual Seeding/Planting/Special Projects = \$1,000.00**

**TOTAL CONTRACT NOT TO EXCEED: \$14,799.00**

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.

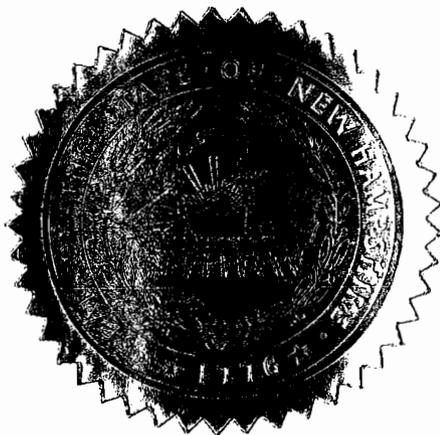
**PAYMENT BOND/MILLER ACT**

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 Veterans Mowing/Plowing, LLC is a New Hampshire limited liability company formed on November 23, 2011. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



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

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

William M. Gardner  
Secretary of State

**VETERANS MOWING & PLOWING, LLC**  
**7 NORMANDY WAY**  
**NASHUA, NH, 03063**

I, Edward O'Neill, hereby certify that I am a MEMBER, and managing partner of **VETERANS MOWING & PLOWING, LLC**, a limited liability company under RSA 304-C. I, Edward O'Neill, certify that as a member and managing partner of **VETERANS MOWING & PLOWING, LLC**, I am authorized to bind the LLC. I further certify that it is understood that 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 LLC.

DATED: 2-18-13

ATTEST: Edward O'Neill owner  
Name Title

Debra B. Michaels  
Signature of Notary Public/Justice of Peace

[Seal]

Debra B. Michaels Branch Manager  
Name & Title of Notary Public/Justice of Peace and Commission Expires  
Sovereign Bank

DEBRA B MICHAELS  
Notary Public, State of New Hampshire  
My Commission Expires Feb. 22, 2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/19/2013

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 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> Boyd & Boufford, LLC 8 Main Street Amherst, NH 03031	Phone: 603-673-7228 Fax: 603-673-7290	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	<b>INSURED</b> Veterans Mowing & Plowing LLC 7 Normandy Way Nashua, NH 03063		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Merchants Insurance Group INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

**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 CERTIFICATION 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 SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		BOP1049635	06/10/2012	06/10/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAPI052275	06/10/2012	06/10/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		CUP9142420	06/10/2012	06/10/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

<b>CERTIFICATE HOLDER</b>  NH Employment Security Attn Helen A Dinsmore 32 So Main St 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 
--	--

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	185 Jobin Drive, Manchester, NH, 03103 603-634-5130 cardini95@comcast.net	\$3,600	\$3,600	\$3,600 = \$10,800	\$3,600 = \$10,800	Salem Office
NHES Database		\$6,800	\$6,800	\$6,800 = \$20,400	\$6,800 = \$20,400	Nashua Office
Barreira Cleaning Services Tom Addario	60 Bemis St, Berlin, NH, 03570 603-752-4538 MTSBTOMMY@yahoo.com	\$3,493	\$3,493	\$3,493 = \$10,479	\$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	NO BID	NO BID	NO BID	Could not provide timely bid.
CMI Property Solutions Robert Bellavance Construction Summary	3510 Lafayette #5, Portsmouth, NH, 03801 603-319-1661 robert@cmiproperty.com	NO BID	NO BID	NO BID	NO BID	Could not provide timely bid.
Edmonds Landscaping Daniel Edmonds	9 Clay St, Merrimack, NH, 03054 603-674-1878 edmondslandscaping97@yahoo.com	NO BID	NO BID	NO BID	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	\$4,045	\$4,195 = \$12,135	\$4,195 = \$12,135	Portsmouth Office Salem Office
Family Tree Lndscpg & Excvtn 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	\$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	\$3,900	\$3,950 = \$11,650	\$3,950 = \$11,650	Nashua Office - WINNING BID Salem Office
Granite State Lawncare Andrew Campbell	6 Sunset Street, Claremont, NH, 03743 603-542-7200 granitestatelawns@yahoo.com	\$3,500	\$3,500	\$3,500 = \$10,500	\$3,500 = \$10,500	Claremont Office - WINNING BID
Jungle Jims Dan Morgan	2100 Dover Rd., Epsom, NH, 03234 603-736-8896 dmorganjunglejims@metrocast.com	NO BID	NO BID	NO BID	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

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	BID	Yr 3	Total	Office Location Reason for not bidding
P & L Landscaping Roland Duvall	79 DW Hwy, Merrimack, NH, 03054 603-595-2802 RolandDuvall@PLLandscaping.com			NO BID			Could not provide competitive bid.
Piscataqua Landscaping Co, Inc. Justin Gamester	26 Maclellan Ln, Eliot, ME, 03903 207-439-2241 x217 jgamester@piscataqualandscaping.com			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 robert@rwnpropertieservices.com	\$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 Stuart@SalmonFallsNursery.com	\$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 Benjamin.Wojciechowski@trugreenmail.com			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 veteransmp@comcast.net	\$3,819 \$3,240	\$3,933 \$3,337		\$4,047 = \$11,799 \$3,434 = \$10,011		Nashua Office Salem Office - WINNING BID
<b>Quick Cost Breakdown</b>							
Bidders	Berlin 2 Bids	Claremont 1 Bid	Conway 1 Bid	Nashua 3 Bids	Portsmouth 2 Bids	Salem 5 Bids	Somersworth 2 Bids
Angerami Property Svcs	\$0	\$0	\$0	\$20,400	\$0	\$10,800	\$0
Barreira Cleaning Svcs	\$10,479	\$0	\$0	\$0	\$0	\$0	\$0
Elf's Landscaping	\$0	\$0	\$0	\$0	\$12,135	\$12,135	\$11,010
Family Tree	\$0	\$0	\$0	\$0	\$0	\$10,185	\$0
Giant Landscaping	\$0	\$0	\$0	\$11,650*	\$0	\$10,985	\$0
Granite State Lawncare	\$0	\$10,500*	\$0	\$0	\$0	\$0	\$0
RWN Property Svcs	\$8,928*	\$0	\$10,647*	\$0	\$0	\$0	\$0
Salmon Falls Nursery	\$0	\$0	\$0	\$0	\$10,785*	\$0	\$10,035*
Veterans Mowing	\$0	\$0	\$0	\$11,799	\$0	\$10,011*	\$0

Winning Bids are noted with asterisks.  
Bids do not include \$3,000 per year seeding/special planting projects.