



**New Hampshire
Employment
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

FEB12'15 AM 8:09 DAS

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

February 11, 2015

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

Retroactive

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a retroactive no-cost contract amendment with RWN Property Services (VC# 206769), North Conway, NH. This amendment will serve to add a single location to our existing statewide rooftop snow removal services agreement effective February 12, 2015 through June 30, 2016. 100% Federal funds.

The original competitively-bid contract was approved by Governor and Council on December 20, 2013 as item # 44.

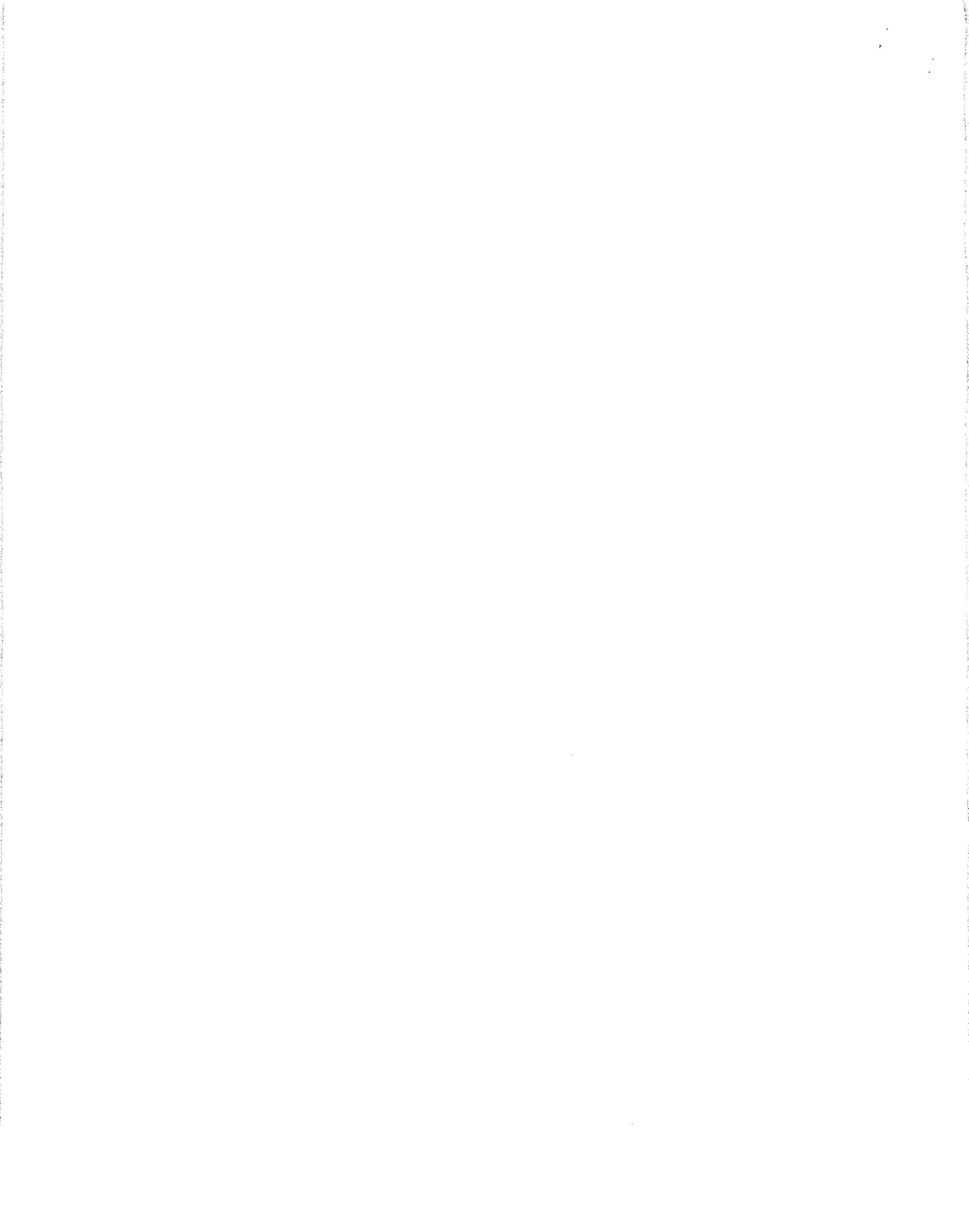
EXPLANATION

NHES is requesting approval of the attached retroactive no-cost contract amendment for rooftop snow removal services at NHES's offices statewide. This amendment will serve to add our new 45 South Fruit Street, Concord, NH location to the existing rooftop snow removal agreement.

Respectfully submitted,

George N. Copadis
Commissioner

GNC/jdr



**NEW HAMPSHIRE EMPLOYMENT SECURITY
 RWN ROOFTOP SNOW REMOVAL MODIFICATIONS
 CONTRACT AMENDMENT A**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP, on December 20, 2013, Item #44 (hereinafter referred to as the "Agreement"). RWN Property Services, Inc. (hereinafter referred to as "Contractor" or "RWN") agreed to supply certain services upon terms and conditions specified in Agreement and in consideration of payment by New Hampshire Employment Security (hereinafter referred to as "NHES") certain sums as specified therein:

WHEREAS, pursuant to Agreement Part I Section 18 (P-37 page 4): Amendment, and provisions of Agreement. Agreement may be modified or amended only by written instrument executed by parties thereto and approved, waived, or discharged by Governor and Executive Council:

WHEREAS, RWN and NHES have agreed to amend Agreement in certain respects:

WHEREAS, NHES wishes to make language only modifications and improvements to coverage area by adding Tobey building to contract in order to ensure NHES needs are met:

WHEREAS RWN has agreed to include Tobey building at rates established in original bid:

RWN and NHES seek to clarify Agreement:

NOW THEREFORE, in consideration of the foregoing, and covenants and conditions contained in Agreement and set forth herein, the parties agree as follows:

Agreement is hereby amended as follows:

1. Amend EXHIBIT A by adding Tobey building address and type of roof.
2. Amend EXHIBIT B by adding Tobey building address and rates, the same established in original bid.

Table 1

Contract PO #1035528 Statement of Work Section Number	AMENDED TEXT
Exhibit A; Specifications	Add to EXHIBIT A SPECIFICATIONS, third paragraph, wherein service addresses are listed : 1) 45 South Fruit Street, Concord (flat, Suprema membrane roof, 17,300 sq. ft.)
Exhibit B: NHES Facility	Add to EXHIBIT B, NHES Facility and listed rates: 1) Concord, 45 S. Fruit St., \$45 per man hour \$765 per Snow Removal from around Buildings Flat Rate per incident, please include travel cost.

**NEW HAMPSHIRE EMPLOYMENT SECURITY
RWV ROOFTOP SNOW REMOVAL MODIFICATIONS
CONTRACT AMENDMENT A**

Except as provided herein, all provisions of Agreement remain in full force and effect. This modification shall take effect upon approval from all parties listed below.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.



Robert W. Nelson
RWV Property Services, Inc.

Date: 02/11/15

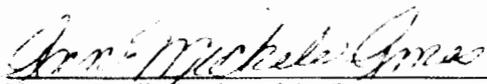
Corporate Signature Notarized:

STATE OF NEW HAMPSHIRE

COUNTY OF CARROLL

On this 11th day of February, 2015 before me, ANN-MICHELE AMES, the undersigned Officer Robert W. Nelson, personally appeared and acknowledged her/himself to be Owner and President of RWV Property Services, Inc., a corporation, and that he, as Owner and President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Owner and President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

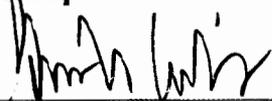


Notary Public/Justice of the Peace

My Commission Expires: ANN-MICHELE AMES, Justice of the Peace
My Commission Expires December 20, 2015

(SEAL)

State of New Hampshire



George N. Copadis, Commissioner
State of New Hampshire
Department of Employment Security

Date: 2/11/15

Approved by the Attorney General (Form, Substance and Execution)



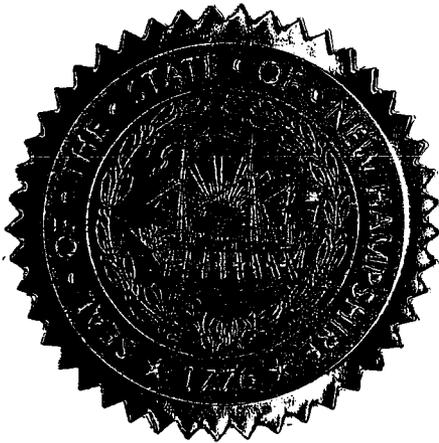
State of New Hampshire, Department of Justice

Date: 3/11/15

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 RWN Property Services, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 14, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 10th day of February, A.D. 2015

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

William M. Gardner
Secretary of State

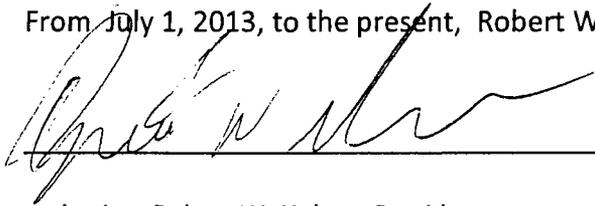


RWN
Inc.

Property Services

CERTIFICATE OF VOTE

From July 1, 2013, to the present, Robert W. Nelson



President RWN Property Services, Inc. hereby

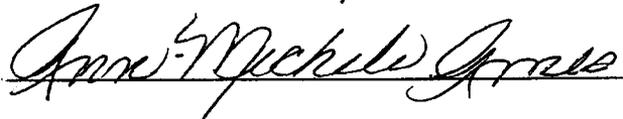
authorizes Robert W. Nelson, President to execute, submit, deliver and amend on behalf of

RWN Property Services, any and all documents or contracts in connection with the State of New

Hampshire Rooftop Snow Removal Contract Agreement. Intended effective dates:

November 15, 2013 through June 30, 2016.

Acknowledgement: State of New Hampshire, County of Carroll, on November 5, 2013, before the undersigned officer, personally appeared Robert W. Nelson, identified as Robert W. Nelson as the person whose name is signed as Robert W. Nelson, and acknowledged that he executed this document in the capacity indicated.



Signature of Justice of Peace

ANN-MICHELE AMES, Justice of the Peace
My Commission Expires December 20, 2015

24 Emery Lane, Conway, NH 03818 Office 603-447-1159 * Fax 603-447-1182

Robert@rwnpropertyservice.com

www.rwnpropertyservices.com



Property Services

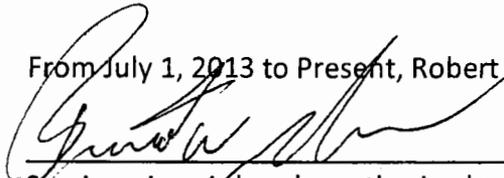
MEETING OF THE BOARD OF DIRECTORS
BY WRITTEN CONSENT

We the undersigned, being all the directors of RWN Property Services Inc., hereby consent in writing to the following action:

VOTED: This written consent shall take the place of the meeting of the directors and shall constitute a written waiver of notice thereof.

FURTHER
VOTED:

From July 1, 2013 to Present, Robert W. Nelson


_____, President of RWN Property Services, Inc., is hereby authorized to execute, submit, deliver and amend, on behalf of RWN Property Services, Inc., any and all documents or contracts in connection with the State of New Hampshire Snow Removal From Rooftop Contract.

Intended Effective Dates applied November 15, 2013 through June 30, 2016

Robert W. Nelson, President

Acknowledgement: State of New Hampshire, County of Carroll, on November 5, 2013, before the undersigned officer, personally appeared Robert W. Nelson, identified as Robert W. Nelson as the person whose name is signed as Robert W. Nelson, and acknowledged that he executed this document in the capacity as indicated.



Signature of Justice of Peace

ANN-MICHELE AMES, Justice of the Peace
My Commission Expires December 20, 2015

24 Emery Lane, Conway, NH 03818 Office 603-447-1159 * Fax 603-447-1182

Robert@rwnpropertyservice.com

www.rwnpropertyservices.com



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"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE
32 SOUTH MAIN STREET
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

December 2, 2013

#44 12/20/13

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

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a contract with RWN Property Services (VC# 206769), North Conway, NH in the amount not to exceed \$90,000.00 for rooftop snow removal services at NHES's offices statewide from the date of Governor and Council approval through June 30, 2016. 100% Federal funds.

Federal funds available for these services will be expended as follows, contingent upon availability and continued appropriations for fiscal years 2014 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

	FY2014	FY2015	FY2016
10 - 02700 - 80400000 - 103 - 500740 Contracts for Op Services - Snow Removal	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00

Vendor Code: 206769 RWN Property Services
RQ #: 142959

EXPLANATION

NHES is requesting approval of the attached contract for rooftop snow removal services at NHES's offices statewide. The contract total of \$90,000.00 (\$30,000 per year) is for the period beginning upon Governor and Council approval through June 30, 2016 with the option to extend for an additional one-year period, if rates remain within 10% of current prices, contingent upon Governor and Council approval.

A competitive bid process was undertaken for rooftop snow removal services at NHES's offices statewide. A "Request For Proposal" (RFP) was sent to two (2) vendors, both of which were obtained from an agency database as there were no responses to our various advertisements. Of the two (2) vendors, one (1) vendor submitted a bid for statewide services. A review of the submitted bid resulted in the selection of the only responding bidder for all locations. An RFP list with bid and non-bid responses is attached.

Respectfully submitted,

George N. Copadis
Commissioner

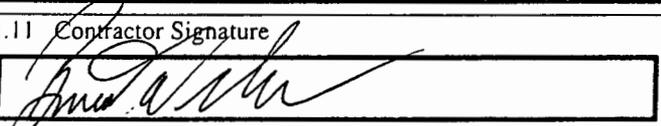
GNC/jdr

Subject: Snow Removal from NHES Roofs Across State FORM NUMBER P-37 (version 1/09)

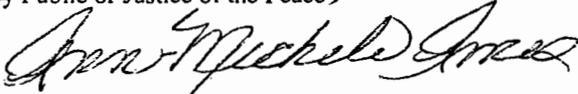
AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

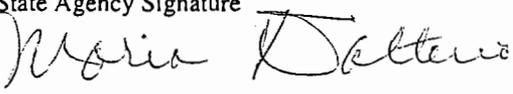
1. IDENTIFICATION.

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>RWN Property Services VC #206769 B001</u>		1.4 Contractor Address <u>6 Whitehorse Lane, North Conway, NH, 03860</u>	
1.5 Contractor Phone Number <u>(603) 356-4759</u>	1.6 Account Number <u>010-027-80400000-500-262</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$90,000.00</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>ROBERT W. NELSON</u>	

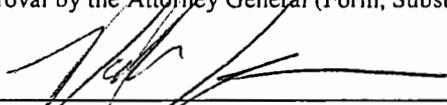
1.13 Acknowledgement: State of NH, County of CARROLL
On 11/5/13, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of ~~Notary Public~~ or Justice of the Peace,

[Seal] **ANN-MICHELE AMES, Justice of the Peace**
My Commission Expires December 20, 2015

1.13.2 Name and Title of Notary or Justice of the Peace
ANN-MICHELE AMES

1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory <u>for 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: 11/25/13

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

Date

[Handwritten Signature]
11/5/13

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.

EXHIBIT A

SCOPE

This document indicates specific services, materials, products, labor, tools, equipment and/or transportation necessary to provide all phases of snow removal from NH Employment Security facility roofs to ensure snow load does not exceed allowable limits.

SPECIFICATIONS

RWN Property Services, Inc., hereinafter referenced as Contractor, will furnish necessary equipment and manpower to remove excess snow as instructed by assigned NH Employment Security, hereinafter referenced as NHES, representatives, leaving approximately 6" of snow to protect roof surface. This point is crucial to protect various roofing materials, such as delicate membrane or ballast, pea stone. **Contractor will have a 24 hour notice to remove snow.**

Snow removed from roofs and deposited into walkways, parking areas, or in front of HVAC equipment, generators or windows, must be removed immediately. There are eight (8) facilities requiring snow removal from roofs. Four (4) NHES facilities have room on-site for snow. Four (4) facilities need snow removed from site, including Claremont, Concord, Manchester, and Salem. Removal of shoveled snow from facility should be done immediately but always within 48 hours. **NH Employment Security will not pay for travel time. If Contractor cannot remove shoveled snow immediately, travel back to facility for removal of shoveled snow will not be charged to NH Employment Security and removal of snow from facilities will never result in additional charges regardless of when it is removed.**

NHES facilities requiring removal of snow from roof include: 404 Washington Street, **Claremont** (pitched composite roof); 10 West Street, **Concord** (flat, polyurethane spray roof, 25,000 sq. ft.); 426 Union Ave, **Laconia** (flat membrane roof, 10,000 sq. ft.); 300 Hanover Street, **Manchester** (flat membrane roof, 20,000 sq. ft.); 6 Townsend West, **Nashua** (flat ballast, pea stone roof, 12,000 sq. ft.); 2000 Lafayette Road, **Portsmouth** (flat ballast, pea stone roof, 7,500 sq. ft.); 29 South Broadway, **Salem** (pitched composite roof); and, 6 Marsh Brook Drive, **Somersworth** (pitched composite roof). Contractor will provide services for all sites, but will be back-up for Portsmouth and Somersworth facilities.

SAFETY ISSUES and COMPLIANCE REQUIREMENTS

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

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

Any damage to NH Employment Security property will be reported by Contractor within five working days of work completion and will be the responsibility of Contractor. All damages will be repaired by Contractor at no cost to NH Employment Security.

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

TRAVEL

Travel costs have been built into overall costs per bid instructions.

NHES CONTACT for WORK PERFORMED UNDER CONTRACT

NHES contact for work performed under this contract is **Plant Maintenance Engineer III, Jesse Propri**, (o) 603-228-4027, (c) 603-419-9757, or Jesse.B.Propri@nhes.nh.gov. Mr. Propri will direct all work efforts. **Direct Contractual questions to Helen A. Dinsmore**, (o) 603-228-4058, or Helen.A.Dinsmore@nhes.nh.gov.

EXHIBIT B

INVOICE

Contractor agrees to provide Services to New Hampshire Employment Security, at prices quoted and delineated below. Prices reflect on-site work for equipment, labor, and travel. Contractor agrees to perform in accordance with all terms of this proposal and specifications contained herein.

Snow removed from roofs and deposited into walkways, parking areas, or in front of HVAC equipment, generators or windows, must be removed immediately. Snow removed from Roof may be left on-site, away from parking areas, EXCEPT in Claremont, Concord, Manchester, and Salem. Removal of snow from those sites will not result in additional charges. Removal of shoveled snow from these facilities should be done immediately but must be done within 48 hours without incurring travel expenses or any additional charges.

Contractor will invoice NH Employment Security following completion of each snow removal episode. Invoice will include:

- Date work was done.
- Location of job site.
- Itemized listing of man hours and snow removal hours and costs per.

NHES Facility	Snow Removal from Roof On-Site Rate per Man Hr	Snow Removal From Around Buildings Flat Rate per incident, please include travel cost	
1.) Claremont	\$45	\$655	
2.) Concord	\$45	\$655	
3.) Laconia	\$45	\$215	
4.) Manchester	\$45	\$765	
5.) Nashua	\$45	\$215	
6.) Portsmouth	\$45	\$125	
7.) Salem	\$45	\$655	
8.) Somersworth	\$45	\$165	
Costs per fiscal year:	FY 14 \$30,000	FY15 \$30,000	FY16 \$30,000
	Total Contract not to exceed		\$90,000

EXHIBIT C

TERM & EXTENSION

This agreement will begin upon Governor and Council approval, and will terminate on June 30, 2016. Contract will be for a period of three years, and will encompass three winter seasons: FY14-FY16, with the ability to renew for another year if rates remain within ten percent of current prices, contingent upon G&C review/approval.

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 date on which Contractor fails to perform required services. Either party may terminate this agreement at any time. Terminating party must give the other party written notice by certified mail to terminate at least thirty (30) days prior to effective date of termination.

CONFIDENTIALITY & CRIMINAL RECORD

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

DAMAGE

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

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.

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

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

DAVIS-BACON ACT (not applicable)

Davis-Bacon Act and Related Acts apply to contractors/subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or works. Under these acts contractors and subcontractors must pay laborers and mechanics no less than **prevailing** wages and fringe benefits for corresponding work on similar projects in the area, as determined by Department of Labor. For prime contracts in excess of \$100,000, under provisions of Contract Work Hours and Safety Standards Act, as amended, laborers and mechanics, including guards & watchmen, must be paid at least 1.5 times regular rate of pay for all hours worked over 40 in a workweek.

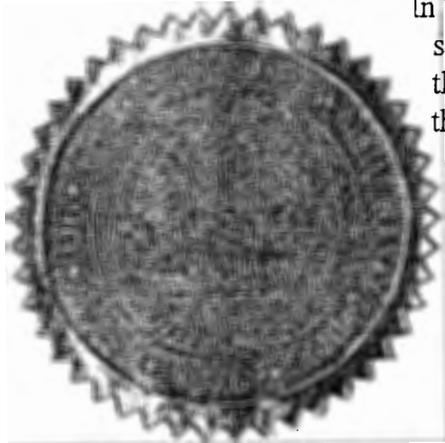
AMERICANS WITH DISABILITIES ACT

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

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 RWN Property Services, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on October 14, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have 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 12th day of November, A.D. 2013

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

William M. Gardner
Secretary of State



Property Services

CERTIFICATE OF VOTE

From July 1, 2013, to the present, Robert W. Nelson

President RWN Property Services, Inc. hereby

authorizes Robert W. Nelson, President to execute, submit, deliver and amend on behalf of

RWN Property Services, any and all documents or contracts in connection with the State of New

Hampshire Rooftop Snow Removal Contract Agreement. Intended effective dates:

November 15, 2013 through June 30, 2016.

Acknowledgement: State of New Hampshire, County of Carroll, on November 5, 2013, before the

undersigned officer, personally appeared Robert W. Nelson, identified as Robert W. Nelson

as the person whose name is signed as Robert W. Nelson, and acknowledged that he executed this

document in the capacity indicated.

Signature of Justice of Peace

ANN-MICHELE AMES, Justice of the Peace
My Commission Expires December 20, 2015

24 Emery Lane, Conway, NH 03818 Office 603-447-1159 * Fax 603-447-1182

Robert@rwnpropertyservice.com

www.rwnpropertyservices.com



Property Services

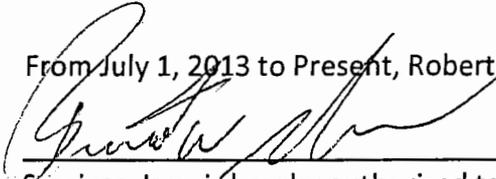
MEETING OF THE BOARD OF DIRECTORS
BY WRITTEN CONSENT

We the undersigned, being all the directors of RWN Property Services Inc., hereby consent in writing to the following action:

VOTED: This written consent shall take the place of the meeting of the directors and shall constitute a written waiver of notice thereof.

FURTHER

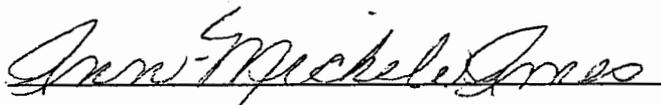
VOTED: From July 1, 2013 to Present, Robert W. Nelson


_____, President of RWN Property Services, Inc., is hereby authorized to execute, submit, deliver and amend, on behalf of RWN Property Services, Inc., any and all documents or contracts in connection with the State of New Hampshire Snow Removal From Rooftop Contract.

Intended Effective Dates applied November 15, 2013 through June 30, 2016

Robert W. Nelson, President

Acknowledgement: State of New Hampshire, County of Carroll, on November 5, 2013, before the undersigned officer, personally appeared Robert W. Nelson, identified as Robert W. Nelson as the person whose name is signed as Robert W. Nelson, and acknowledged that he executed this document in the capacity as indicated.



Signature of Justice of Peace

ANN-MICHELE AMES, Justice of the Peace
My Commission Expires December 20, 2015

24 Emery Lane, Conway, NH 03818 Office 603-447-1159 * Fax 603-447-1182

Robert@rwnpropertyservice.com

www.rwnpropertyservices.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/04/2013

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).

PRODUCER Insurance Savers Agency Inc PO Box 684 Campton NH 03223	CONTACT NAME:		
	PHONE (A/C No. Ext): (603) 726-8198	FAX (A/C No.): (603) 726-3606	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Chartis	
INSURED RWN Property Services, Inc. 24 Emery Lane Conway NH 03818-	INSURER B:	Main St Amer Assur CO	29939
	INSURER C:	Merchants Mutual Insurance Co	23329
	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 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 INSR	SUBR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			MPT3559G	12/15/2012	12/15/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
C	AUTOMOBILE LIABILITY <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			CAP1047224	12/15/2012	12/15/2013	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			051751616	05/16/2013	05/16/2014	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Property Services

Robert W. Nelson is excluded from worker's compensation coverage in accordance with New Hampshire law.

CERTIFICATE HOLDER

CANCELLATION

AI 027442

NH Employment Security
Helen A. Dinsmore
32 South Main Street
Concord NH 03301-

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

Fax: (603)229-4352

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NH Employment Security
Rooftop Snow Removal
BID OPENING: 10/24/13 @ 2:00 PM
2 RFPs Distributed: 0 Internet, 0 Newspaper, 2 NHES Database Responses 2 BIDS SUBMITTED

Vendor How Vendor Learned of Opportunity	Vendor Information	BID	Mandatory Pre-Bid Meeting Why Vendor Did Not Bid
RWN Property Services NHES DATABASE	6 Whitehorse Lane North Conway, NH, 03860	(603) 356-4759 \$45 MH & \$125-\$765 Flat Rate	All Offices, back-up for Ports & Somers BID WINNER
Scott Brochu dba NE Roofing NHES DATABASE	20 Crown Point Road Rochester, NH, 03867	603-330-1970 \$47 MH & \$130-\$175 Flat Rate	Ports-mouth & Somersworth BID WINNER

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