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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603) 271-3204

June 11, 2013

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

### REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Facilities and Assets Management to enter into an agreement with Upper Valley Landscape, Inc., PO Box 231, Newbury, Vermont 05051 (Vendor #249504), for lawn care services at the Laconia Lakes Region Facility at 1 Right Way Path in Laconia in the amount of \$44,140, effective upon Governor and Council approval through October 31, 2014. **100% General Funds.**

Funding is available from account 01-14-14-141510-53200000 DEPT. OF ADMINISTRATIVE SERVICES, BUREAU OF PLANT/PROPERTY, LAKES REGION CAMPUS, contingent upon availability and continued appropriation, with the authority to adjust encumbrances in each of the State Fiscal Years through the Budget Office if needed and justified.

	<u>SFY 2014</u>	<u>SFY 2015</u>
048-500226 Contract Repairs; Building and Grounds	\$29,911.42	\$14,228.58

### EXPLANATION

The Department of Administrative Services solicited bids to provide lawn care services at the Laconia Lakes Region Facility located at 1 Right Way Path in Laconia, New Hampshire. Lawn care service includes cutting and trimming grass, hedges and plants, maintaining gardens and shrubs or cutting and clearing brush to ensure that State grounds are properly landscaped and maintained in a neat and orderly appearance.

On April 25, 26 and 27, 2013, advertisements were placed in the Concord Monitor and The Laconia Citizen; the advertisement was also placed in the New Hampshire Union Leader on April 24, 25, and 26, 2013. The advertisements and mandatory site visit resulted in four bids

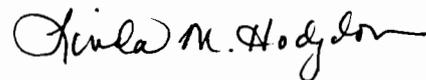
Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
June 11, 2013  
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(see bid summary attached). Upper Valley Landscape, Inc. met the requirements of the solicitation and provided the lowest bid; therefore, Upper Valley Landscape was awarded the contract. David Clapp, Bureau Chief for the Department of Administrative Services, Bureau of Facilities and Assets Management, reviewed the proposals.

The Department of Administrative Services supports the Department of Health and Human Services' Laconia Facility. The Department of Administrative Services does not have the manpower to provide lawn care services for this facility, therefore, the need for this agreement.

Approval of this lawn care service agreement will allow the Department to maintain the Laconia Facility grounds.

Respectfully submitted,



Linda M. Hodgdon  
Commissioner

**BID SUMMARY**

**FIRM NAME**

**STATUS**

*(Two-year contract)*

**Upper Valley Landscape, Inc.**

PO Box 231  
Newbury, Vermont 05051  
Keene, NH  
(802) 429-2198

\$44,140.00

**Green Perfection Lawn and Landscape**

571 South Main Street  
Bristol, NH 03222  
(603) 832-6503

\$48,000.00

**Rinaldi, LLC**

97 Washington Street  
Penacook, NH 03303  
(603) 219-2073

\$52,700.00

**Jungle Jims**

2100 Dover Road  
Epsom, NH 03234  
(603) 736-8896

\$140,892.00

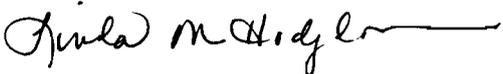
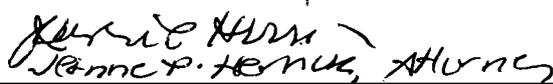
Subject: Provide lawn care services at the Laconia Lakes Region Facility located at 1 Right Way Path in Laconia, New Hampshire.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Administrative Services		<b>1.2 State Agency Address</b> 129 Pleasant Street, Concord, NH 03301	
<b>1.3 Contractor Name</b> Upper Valley Landscape, Inc.		<b>1.4 Contractor Address</b> PO Box 231 Newbury, Vermont 05051	
<b>1.5 Contractor Phone Number</b> (802) 429-2198	<b>1.6 Account Number</b> 010-014-5320-048	<b>1.7 Completion Date</b> October 31, 2014	<b>1.8 Price Limitation</b> Not to exceed \$44,140.00
<b>1.9 Contracting Officer for State Agency</b> David S. Clapp		<b>1.10 State Agency Telephone Number</b> (603) 271-9501	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Paul Fredella, President	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Merrimack</u> On <u>6/11/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or <del>Justice of the Peace</del></b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> <u>Debra A. Bourbon, Notary</u>			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Linda M. Hodgdon, Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: <u>N/A</u> Director, On:			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>17 Jun. 2013</u>			
<b>1.18 Approval by the Governor and Executive Council</b> 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.

Contractor Initials: PAR  
Date: 6/11/2013

**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

Contractor Initials: PAZ  
Date: 6/11/2013

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.

**NH Department of Administrative Services**

**STANDARD EXHIBIT A**

**DATE:** May 24, 2013

**CONTRACT PERIOD:** July 1, 2013 through October 31, 2014

**CONTRACTOR:**

**NAME:** Upper valley Landscape, Inc.

**ADDRESS:** PO Box 231  
Newbury, Vermont 05051

**TELEPHONE:** (802) 429-2198

**FAX:**

**EMAIL:** landservice@fairpoint.net

**OWNER:** Paul Fredella

Initials: PAR  
Date: 6/11/2013

**SCOPE OF SERVICES**  
**LACONIA - Lakes Region Facility**

Lawn Care Services

1. The contractor shall provide the following services for the facility listed:

Facilities in this contract include:

The Department of Administrative Services' Facility includes approximately 102 acres located at 1 Right Way Path, Laconia, New Hampshire.

2. The services as listed above shall include providing all supervision, labor, materials, tools, equipment, and transportation necessary for the successful completion of the work in the areas as described herein.

3. The Contractor shall complete all the work and furnish all labor, materials, tools, equipment, and safety devices necessary to perform in the manner and within the time specified. They shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price agreed upon and fixed in Exhibit B of the contract. The price shall be fixed for providing all services necessary to maintain lawn services. All the work, labor, and equipment to be done and furnished under this contract, shall be done and furnished strictly pursuant to, and in conformity with, the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work under the terms of the contract.

4. The Contractor shall conduct their work so as not to interfere with State business. They shall, at their own expense, whenever necessary or required, furnish safety devices and equipment and take such other precautions as may be necessary to protect life and property.

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

6. The Contractor agrees that any injury or damage to buildings, materials, equipment, or to other property during the performance of this service will be repaired at their own expense immediately upon the request of the Department and to the satisfaction of the Department. Failure to remedy timely or to the Department's satisfaction shall be deemed as a breach of contract and, as such, the Department shall have the right to terminate said contract or deduct costs of repairs/replacement from contractor's invoice(s).

Initials: PTB

Date: 6/11/2013

7. The Contractor shall furnish all necessary equipment and be in ownership of including but not limited to: all equipment as necessary suitable for lawn care, together with the necessary operators for same. The Contractor shall furnish with each piece of equipment, capable operators in sufficient numbers so as to operate the equipment efficiently. The equipment, before performing actual work, shall be in proper mechanical condition and fully equipped as required for the efficient operation and equipped with accessories as required to provide the lawn care services. The Contractor shall not store any materials and equipment at the facilities included in this contract unless specifically agreed to in writing by the parties.

8. The Contractor shall employ only competent people, qualified to do the required work. Whenever the State shall notify the Contractor that any person working, in the State's opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be replaced and shall not be again employed on State property without the consent of the State.

9. Lawn Care Services:

Includes cutting and trimming grass, hedges and plants, maintaining gardens and shrubs or cutting and clearing brush to ensure the State grounds are properly landscaped and maintained in a neat and orderly appearance. Contractor to provide a firebreak around designated buildings to an approximate thirty-foot mowing perimeter (see Exhibit D, Designated Mowing Area).

10. Normal hours of operation of the Department of Administrative Services' facilities are twenty-four hours a day, seven days a week. The Contractor should be aware that there might be vehicular or pedestrian traffic in the area at any time.

11. The State reserves the right to hire or use equipment and personnel other than from the Contractor if the Contractor does not provide the services as required. When such equipment and/or personnel other than the Contractor's is employed, any expense incurred shall be borne by the Contractor and such expense shall be deducted from any money due the Contractor.

12. Confidentiality of a Proposal: Proposals must remain confidential until any proposed resulting Contract is submitted for review and final authorization to the State of New Hampshire's Governor and Executive Council (G&C) meeting agenda, this agenda is posted on the internet the Friday prior to the scheduled G&C meeting, lists all items to be reviewed at the meeting; and provides a scanned copy of each contract "hyperlinked" to each assigned agenda item. In the event a proposal does not result in a proposed lease contract and/or if the proposal process is cancelled by the State all materials will be subject to public disclosure thereafter. A Contractor's disclosure or distribution of their Proposals to other than to the State prior to posting on the State's G&C agenda will be grounds for disqualification.

Initials: PTP  
Date: 4/11/2013

### 13. PUBLIC DISCLOSURE

#### A. Introduction

The State of New Hampshire has made it a priority through the Right-to-Know law (RSA 91-A), the TransparentNH initiative, and other statutes and practices to ensure that government activity is open and transparent. In general, these requirements allow for public review, disclosure and posting of government and public records. As such, the State is obligated to make public the information submitted in response to this RFP, any resulting contract, and information provided during the contractual relationship. The Right-to-Know law obligates the State to conduct an independent analysis of the confidentiality of the information submitted, regardless of whether it is marked confidential.

In addition, the Governor and Council (G&C) contract approval process more specifically requires that pricing be made public and that any contract reaching the G&C agenda for approval be posted online.

#### B. Disclosure of Information Submitted in Response to RFP

Information submitted in response to this request for proposal (RFP) is subject to public disclosure under the Right-to-Know law after a contract is actually awarded by G&C. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including but not limited to information related to proposals, communications between the parties or contract negotiations, shall be available until a contract is actually awarded by G&C.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information submitted in response to this request for proposal should be kept confidential, you must specifically identify that information where it appears in your submission in a manner that draws attention to the designation. You must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State.

Pricing and other information that relates to your contractual obligations in your proposal or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.

Initials: PAR  
Date: 6/11/2013

Notwithstanding a bidder's designations, the State is obligated by the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in a proposal. If a request is made to the State by any person or entity to view or receive copies of any portion of your proposal, the State shall first assess what information it is obligated to release. It will then notify you that a request has been made, indicate what, if any, information the State has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the proposal. To halt the release of information by the State, a bidder must obtain and provide to the State, prior to the date specified in the notice, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information.

By submitting a proposal, you acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with your designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to you.

#### C. Electronic Posting of Resulting Contract

RSA 91-A obligates disclosure of contracts resulting from responses to RFPs. As such, the Secretary of State provides to the public any document submitted to G&C for approval, and posts those documents, including the contract, on its website. Further, RSA 9-F:1 requires that contracts stemming from RFPs be posted online. By submitting a proposal you acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this RFP), any contract resulting from this RFP will be made accessible to the public online via the State's website without any redaction whatsoever.

14. The Contractor shall be required to supply the State with the name and telephone number of the Contractor's representatives.

15. The term of this CONTRACT shall commence July 1, 2013 or upon Governor and Executive Council approval, whichever is later, and end no later than October 31, 2014 unless earlier terminated by the Department as provided hereunder.

16. The Department may terminate this CONTRACT for any reason upon serving thirty (30) days prior written notice to the Contractor.

17. The Contractor is required to provide a Proposal Affidavit Form.

Initials: PAR  
Date: 6/1/2013

**EXHIBIT B**

**PRICE LIMITATIONS**

The CONTRACTOR shall provide the aforementioned Lawn Care Services for a fee not to exceed \$44,140.00 (see payment schedule). Payment shall be subject to the CONTRACTOR'S compliance with the terms and conditions of this contract.

The CONTRACTOR shall send monthly invoices, in triplicate, for services performed to:

State of New Hampshire Department of Administrative Services  
Bureau of Facilities and Assets Management  
129 Pleasant Street  
Concord, New Hampshire 03301-3857

In no event, shall the total payment made by the STATE to the CONTRACTOR under the terms of this agreement exceed \$44,140.00 (FORTY FOUR THOUSAND ONE HUNDRED FORTY DOLLARS AND NO CENTS).

Initials: PAE  
Date: 6/11/2013

**ATTACHMENT TO EXHIBIT B**

**LANDSCAPING  
Payment Schedule**

<i>State Fiscal Year</i>	<i>Payment Schedule</i>	<i>Payment</i>	<i>Yearly Total</i>	<i>Fiscal Year Total</i>
2014	7/1/2013	\$ 4,810.00		
	8/1/2013	\$ 4,810.00		
	9/1/2013	\$ 4,810.00		
	10/1/2013	\$ 4,810.00	\$ 19,240.00	
	4/1/2014	\$ 3,557.14		
	5/1/2014	\$ 3,557.14		
2015	6/1/2014	\$ 3,557.14		\$ 29,911.42
	7/1/2014	\$ 3,557.14		
	8/1/2014	\$ 3,557.14		
	9/1/2014	\$ 3,557.14		
	10/1/2014	\$ 3,557.16	\$ 24,900.00	\$ 14,228.58
			\$ 44,140.00	
	<b>Contract Total</b>			<b>\$ 44,140.00</b>

Initials: PAR  
 Date: 6/11/2013

NH Department of Administrative Services

**(BFAM)**

**STANDARD EXHIBIT C**

*SPECIAL PROVISIONS*

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided in the furtherance of the previously mentioned covenants.
2. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor.
3. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided prior to the Effective Date of the Contract.
4. **Invoices:** The Contractor agrees to submit the following invoices at the following times if requested by the Department:

**4.1 Interim Invoices:** Financial invoices shall be submitted containing a detailed description of all costs incurred by the Contractor to the date of the invoice and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder.

**4.2 Final Invoice:** A final invoice shall be submitted within thirty (30) days after the end of the term of this Contract.

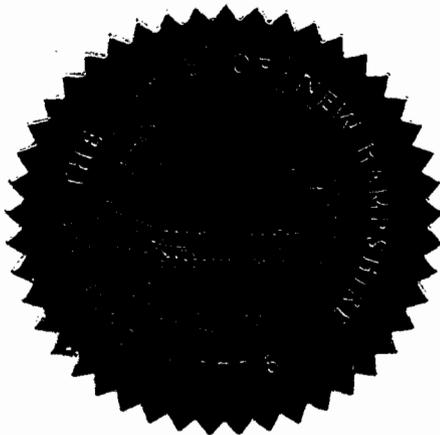
Initials: PAE  
Date: 6/11/2013



# 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 Upper Valley Landscape Inc., a(n) Vermont corporation, is authorized to transact business in New Hampshire and qualified on May 24, 2013. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24<sup>th</sup> day of May, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE OF VOTE

I, Ann M. Fredella do hereby certify that:

1. I am the duly elected Vice President of Upper Valley Landscaping, Inc., (the Corporation”).
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on June 11, 2013.

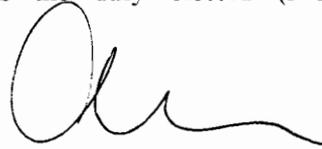
RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Administrative Services:

RESOLVED: That the (President) hereby is authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of June 20, 2013.

4. Paul Fredella is the duly elected (President) of the Corporation.

(Seal)



Ann M. Fredella, Vice President

State of Vermont  
County of Orange

The foregoing instrument was acknowledged before this 20 day of June, 2013  
by Ann M. Fredella.

(Seal) Mary P Collins



Name:  
Title: Notary Public/Justice of the Peace

Commission Expires: 2-10-15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/13/13

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).

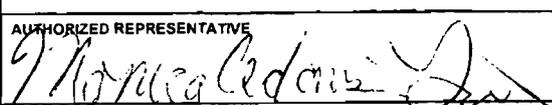
PRODUCER Swenson Insurance Agency PO Box 391 Bradford, VT 05033	802-222-4765	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: <b>Concord General Mutual Ins</b>	<b>20672</b>
INSURED Upper Valley Landscape, Inc. Paul Fredella PO Box 231 Newbury, VT 05051		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 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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		E270549-8	06/18/13	06/18/14	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE OED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY 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)  
Landscaping, gardening, tile/stonework, masonry, snow removal & related operations. A corporate officer is excluded from Workers' Compensation coverage.

<b>CERTIFICATE HOLDER</b>  NHDOFTR  State of New Hampshire Dept of Administrative Services Bureau of Planning & Management 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

UPPER-5

OP ID: MF

DATE (MM/DD/YYYY)

05/23/13

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> Swenson Insurance Agency PO Box 391 Bradford, VT 05033		<b>802-222-4765</b>	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
<b>INSURED</b> Upper Valley Landscape, Inc. Paul Fredella PO Box 231 Newbury, VT 05051		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Concord General Mutual Ins INSURER B: Technology Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 20672	

**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 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 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		E270549-8	06/18/12	06/18/13	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		20001002	04/08/13	04/08/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE  DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	<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 checked="" type="checkbox"/> Y <input type="checkbox"/> N/A	TWC3356498	05/14/13	05/14/14	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER 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)  
 Landscaping, gardening, tile/stonework, masonry, snow removal & related operations. A corporate officer is excluded from Workers' Compensation coverage.

**CERTIFICATE HOLDER**

NHDOFTR

State of New Hampshire  
 Dept. of Admisitrative Service  
 Bureau of Planning & Management  
 129 Pleasant Street  
 Concord, NH 03301

**CANCELLATION**

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

STATE OF NEW HAMPSHIRE PROPOSAL AFFIDAVIT FORM

Date: 5/8/2013

Company Name: Upper Valley Landscape Inc.  
Address: PO. box 231 Newbury, VT. 05057

In accordance with RSA 21-I:11-c, the undersigned person certifies that neither the party offering the proposal nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):

- (1) Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
- (2) Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
- (3) Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
- (4) Is currently debarred from performing work on any project of the federal government or the government of any state;
- (5) Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
- (6) Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
- (7) Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
- (8) Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
- (9) Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- (10) Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Person offering the proposal has read and fully understands this form.

Authorized Signor's Name Printed Paul Fredella  
Authorized Signor's Signature [Signature]  
Authorized Signor's Title President

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Orange STATE: Vermont ZIP: 05051

On the 8 day of May, 2013, personally appeared before me, the above named Paul Fredella, in his/her capacity as authorized representative of Upper Valley Landscape Inc. known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

Susan B. Underwood  
(Notary Public/Justice of the Peace)

My commission expires: 2/10/15 (Date)

## ADVERTISING SCHEDULE

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### Request for Proposal

The State of New Hampshire, Department of Administrative Services is soliciting proposals for a two-year contract to provide Lawn Care Services at the Laconia Lakes Region Facility located at 1 Right Way Path in Laconia, New Hampshire. A walk-through will be provided on May 3, 2013 at 8:00 AM. To obtain a copy of the Request For Proposal documents please contact Leslie Bright, Department of Administrative Services, Bureau of Facilities and Assets Management, 129 Pleasant Street, Concord, NH 03301, (603) 271-9507. Any and all proposals regarding this request must be received by 2:00 PM on Friday, May 10, 2013.

The STATE OF NEW HAMPSHIRE reserves the right to reject any and all proposals.

#### **Ad Placement:**

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	<b>Run 1</b>	<b>Run 2</b>	<b>Run 3</b>
<b>The Concord Monitor</b>	Thursday 4/25/13	Friday 4/26/13	Saturday 4/27/13
<b>The Laconia Citizen</b>	Thursday 4/25/13	Friday 4/26/13	Saturday 4/27/13
<b>The New Hampshire Union Leader</b>	Wednesday 4/24/13	Thursday 4/25/13	Friday 4/26/13