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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

October 1, 2013

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Planning and Management, to enter into a "move service" agreement on behalf of the Department of Health and Human Services, the New Hampshire Joint Board, and the New Hampshire Real Estate Commission for a total price not to exceed \$20,954.50 with McCollister's Transportation Group, Inc, (Vendor #253107), 7 Tucker Drive, Poughkeepsie, NY for the purpose of providing relocation services for the three (3) agencies which are scheduled to move six (6) existing locations into one new destination, the State of New Hampshire's "Anna Philbrook Building", 120 Fruit Street, Concord NH. This contract shall be effective upon Governor and Council approval through December 31, 2013.

Funds are available in the SFY 2014 operating budget as follows:

05-74-74-749910-59810000 "Department of Health and Human Services, Consolidation"	
020-500219 Current Expenses	<u>SFY 14</u>
	\$13,371.75
01-31-31-310010-22500000 "New Hampshire Joint Board"	
202-509202 Relocation Expenses	\$ 5,204.25
01-28-28-280010-20540000 "New Hampshire Real Estate Commission"	
202-509202 Relocation Expenses	<u>\$ 2,378.50</u>
Total	\$20,954.50

EXPLANATION

The Department of Administrative Services, Bureau of Planning & Management requests approval to enter into a move service contract on behalf of the above listed agencies for provision of relocation services to the State's renovated "Anna Philbrook Building". The proposed move is scheduled to start the week of November 4, 2013 with completion the week of November 22, 2013; this contract shall commence upon Governor and Council approval and, in order to cover the possibility of any delays, remain in effect until December 31, 2013.

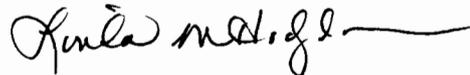
The Bureau of Planning and Management posted "Public Notice" of the "Request for Bid" (RFB) for move services in the "Union Leader" on August 16, 2013, August 18, 2013, and August 19, 2013;

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concurrently the "Bureau of Purchase and Property" posted the RFB on their website. This process produced seven (7) bids, the highest base bid was \$31,442.50 while the lowest was \$18,853.50, offered by McCollister's Transportation Group, which was selected for award. "Alternate 1" of the bid which costs \$2,101.00 was also selected for award, this provides file packing and relocation services to the "New Hampshire Joint Board", the resulting total contractual cost is \$20,954.50.

The Office of the Attorney General has reviewed and approved this contract.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Linda M. Hodgdon", followed by a long horizontal flourish.

Linda M. Hodgdon
Commissioner

**Philbrook Building Multi-Agency Move Bid
COMPARISON: Bids received for RFB Closing -Sept 10:00 at 2:00 PM**

	PROPOSED VENDOR	DHHS	REAL ESTATE COMMISSION	JOINT BOARD	TOTAL	ALTERNATE 1	TTL plus ALTERNATE 1
1	<u>Graebel New England Movers, Inc</u> 200 Danton Drive, Methuen, MA 01844	\$14,406.00	\$3,236.50	\$3,429.00	\$21,071.50	\$1,398.00	\$22,469.50
2	<u>Allen & Coles Move System</u> 12 Blockes Rd, Hudson, NH 03051	\$21,915.00	\$3,750.00	\$5,777.50	\$31,442.50	\$5,850.00	\$37,292.50
3	<u>McCollister's Transportation Group, Inc</u> North Reading, MA 01864	\$13,371.75	\$2,378.50	\$3,103.25	\$18,853.50	\$2,101.00	\$20,954.50
4	<u>Diamond Relocation</u> 101 Harper Ridge Rd, E. Hampstead NH 03826	\$18,750.00	\$3,600.00	\$3,325.00	\$25,675.00	\$2,800.00	\$28,475.00
5	<u>D&R Riggers & Movers</u> 3 Sagamore Park Rd, Suite B, Hudson NH 03051	\$16,000.00	\$3,100.00	\$3,500.00	\$22,600.00	\$7,800.00	\$30,400.00
6	<u>McLaughlin Transportation Systems, Inc</u> 20 Progress Ave. Nashua, NH 03062	\$17,888.00	\$4,586.00	\$4,515.00	\$26,989.00	\$13,988.00	\$40,977.00
7	<u>Personal Movers</u> 100A Glenn Street, S. Lawrence, MA 01843	\$12,025.00	\$3,223.00	\$3,850.00	\$19,098.00	\$3,429.00	\$22,527.00

Subject: Provision of Multi-agency move services for occupancy of "Philbrook Building"

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name: State of New Hampshire Administrative Services, Bureau of Planning and Management		1.2 State Agency Address: State House Annex, Room 101 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name: McCollister's Transportation Group, Inc.		1.4 Contractor Address: 7 Tucker Drive, Poughkeepsie, NY 12603	
1.5 Contractor Phone Number: (800) 999-4763 Office	1.6 Account Numbers: <u>Dept. Health and Human Services:</u> 05-74-74-749910-5981 <u>NH Joint Board:</u> 01-31-31-310010- 22500000- 202-509202 <u>NH Real Estate Commission:</u> 01-28-28-280010- 20540000-202	1.7 Completion Date: December 31, 2013	1.8 Price Limitation: \$20,954.50
1.9 Contracting Officer for State Agencies: Mary Belec, Administrator II, Bureau of Planning and Management		1.10 State Agency Telephone Number: (603) 271-0090	
1.11 Contractor Signature <input checked="" type="checkbox"/> 		1.12 Name and Title of Contractor Signatory: <i>H. DANIEL Mc COLLISTER</i> <i>PRESIDENT</i>	
1.13 Acknowledgement: State of <u>New Jersey</u> County of <input checked="" type="checkbox"/> <u>Burlington</u> On <input checked="" type="checkbox"/> <u>9-20-2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <input checked="" type="checkbox"/>  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <input checked="" type="checkbox"/> <i>WINIFRED A. HWILKA</i>			

WINIFRED A. HWILKA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9-30-16

<p>1.14 State Agency Signatures:</p> <p>a) <u>Jean A. Barnes</u></p> <p>b) <u>Louise Lavertu</u></p> <p>c) <u>Beth A. Edes</u></p>	<p>1.15 Name and Title of State Agency Signatories:</p> <p>a) <u>Jean A Barnes</u>, Financial Manager, Department of Health and Human Services</p> <p>b) <u>Louise Lavertu</u>, Executive Director, NH Joint Board</p> <p>c) <u>Beth Edes</u>, Executive Director, NH Real Estate Commission</p>
<p>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</p> <p>By: N/A Director, On:</p>	
<p>1.17 Approval by the Attorney General (Form, Substance and Execution)</p> <p>By: <u>M.K. Brun</u> On: <u>OCT. 3, 2013</u></p>	
<p>1.18 Approval by the Governor and Executive Council</p> <p>By: On:</p>	

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.

Contractor Initials *ADMP*
Date 9/20/13

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

~~14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.~~

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A
Scope of Services

1. Purpose: McCollister's Transportation Group, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire, Department of Administrative Services which is acting on behalf of the Department of Health and Human Services, Real Estate Commission and the Joint Board of Licensure, with "moving services" of certain furniture and equipment located in the above referenced agencies for the purpose of relocation to the State of New Hampshire's "Philbrook Building" located at 121 South Fruit Street, Concord NH.
2. Scope of "Moving Services" (scope of work): shall be provided in accordance with the specifications, schedule, and plans set forth and attached herein in "Appendix A".
3. "Moving services" as used herein shall include providing all labor, transportation, materials and equipment necessary to provide the required level of moving services as described herein.
4. Schedule: Shall be in accordance with "Appendix A" or as mutually agreed and amended by the parties hereto
5. Term: This contract shall commence upon receipt of approval from the Governor and Executive Council, it shall remain in effective through December 31, 2013, a period of approximately 2 1/2 months.

**EXHIBIT B
PAYMENT TERMS**

CONTRACT PRICE

1. Total Contract Price: The Contractor hereby agrees to provide moving services as described herein and in Appendix A, and in accordance with the terms and conditions specified herein, for Total Amount (hereinafter referred to as the "Contract Price") of \$20,954.50
2. Subtotal Amounts: totaling the "Contract Price" shall be Invoiced as follows:

	<u>Agency</u>	<u>Alternate 1</u>	<u>Move Bid</u>	<u>Invoice Sub-TTL</u>
1	Department of Health and Human Services:	\$0.00	\$13,371.75	\$13,371.75
2	New Hampshire Joint Board:	\$2,101.00	\$3,103.25	\$5,204.25
3	New Hampshire Real Estate Commission:	\$0.00	\$2,378.50	\$2,378.50
	Total Contract Price:			\$20,954.50

INVOICE & PAYMENT

3. Invoices: Upon completion of work the Vendor shall submit three (3) separate invoices, one each to the three (3) State agencies listed below, each agency shall be billed in accordance with their proportionate share on the total "contract price" in accordance with the sums listed above. The three (3) separate invoices shall be sent to the following addresses:
 - a. Department of Health and Human Services (DHHS): Attention Jean Barnes, Financial Manager, 121 South Fruit Street, Concord by NH, 03301.
 - b. New Hampshire Joint Board: Attention Louise Lavertu, Executive Director, 121 South Fruit Street, Concord NH, 03301.
 - c. New Hampshire Real Estate Commission: Attention Beth Edes, Executive Director, 121 South Fruit Street, Concord NH, 03301.
4. Payment: Each agency shall pay the Contractor within 30 days following receipt of invoice, and after completion and acceptance of the work described herein. Said payment shall be made by means of a check mailed to the address in Paragraph 1.4 of this contract.

**EXHIBIT C
SPECIAL PROVISIONS**

1. Delete Paragraph 14.1.2
2. The Contractor or their personnel shall not represent themselves as employees or agents of the State of New Hampshire.
3. While on State property, employees shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

APPENDIX A

MOVE SERVICES FOR RELOCATING AGENCIES TO “PHILBROOK BUILDING” 121 SOUTH FRUIT STREET, CONCORD NH

1. **SCOPE OF SERVICES:** Relocation (move services) of six (6) separate agencies locations to the Philbrook Building; the Vendor shall disassemble (if necessary) and move all designated furniture, supplies, equipment - which shall include data equipment - from each of the current six locations relocating same into their designated spaces at the Philbrook Building. The Vendor shall place all furniture, supplies, equipment and boxes at the destination location identified on each item; the State will tag each item in advance with the destination room or work station number. Items other than furniture and equipment will be boxed by the State prior to the move.
 - a. **Elevators:** Vendor shall not have use of the elevator in the Philbrook building. Ground level access or the same level as loading dock access is provided at all existing locations.
 - b. **Boxes:** Vendor shall provide boxes of type and quantity sufficient for completion of the work, they shall be delivered to each of the six current agency locations in advance of scheduled move dates. Provision and use of standard “archive size” boxes is anticipated, however Vendor shall also be responsible for providing any specialty boxes and/or packing materials required for odd-sized items which shall be identified during the mandatory pre-bid walk through. Boxes shall be delivered by the Contractor to each of the six locations at least ten (10) working days (two calendar weeks) in advance of the scheduled move. Upon completion of move Contractor shall return to the Philbrook building to collect used boxes.
 - c. **Move of Disposable and/or Recyclable items into on-site Dumpsters:** In addition to the responsibilities outlined in item 2(a) above, the Vendor shall also move all disposable and/or recyclable furniture, equipment or refuse identified by the State into on-site dumpsters provided by the State at each location for use. This “dumpster move” of furniture/equipment/items shall take place either during or directly after the relocation move, the Vendor shall communicate their timing preference to the State upon award of contract.
 - d. **Alternate 1: Packing, moving and un-packing “Joint Board of Licensure” files - ACCEPTED AND ADDED TO SCOPE OF WORK:** The Vendor shall provide packing, moving, and un-packing of “NH Joint Board” files from their existing side-tab open shelving into their relocated (such shelving to be moved by other vendor) open shelving destinations.
 - e. **Move Destination plans – Philbrook Building floors 1 & 2 furniture layouts :**
 - i. Attachment A1 - Philbrook 1st floor Furniture Move Plan” and
 - ii. Attachment A2 - Philbrook 2nd floor Furniture Move Plan”
 - f. **Current location of each of the six (6) agencies to be moved:**
 - i. DHHS/Board of Nursing Regulation 21 South Fruit Street, Walker Building, 1st floor, Concord NH.
 - ii. Joint Board of Licensing and Regulation, Suite B, 57 Regional Drive, Concord NH . *NOTE: Joint Board work to be invoiced separately, see “Invoice and Payment details” herein*
 - iii. DHHS/Board of Pharmacy, Suite C , 57 Regional Drive, Concord NH.
 - iv. DHHS/Attached Medical Boards, 2 Industrial Drive, Building A, Concord NH.
 - v. DHHS/Board of Barbering, Cosmetology & Esthetics: 2 Industrial Drive, Building B, Concord NH
 - vi. Real Estate Commission: 64 South Street, Lower Level, Concord NH. *NOTE: Real Estate Commission work to be invoiced separately, see “Invoice and Payment details” herein*

- g. Provision of services/work listed in section 2 above shall include all supervision, labor, materials, tools, equipment, and transportation necessary for the successful completion of the work in the areas as described herein.
- h. The State shall not be held liable for any costs incurred by the vendor in the preparation of their proposal or for work performed prior to contract issuance.
- i. **Superintendence:** The Vendor shall at all times during the hours specified for service, provide an on-site working supervisor who can efficiently and effectively communicate in English, in written and verbal form, with both the State and to their subordinate staff. Supervision shall be adequate for all employees to ensure complete and satisfactory performance of all work in accordance with information as to how and where he/she or his/her representative can be contacted during the regular business hours (8:00 a.m. to 6:00 p.m.).
- j. The Vendor shall at their own expense complete 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 move 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 this contract. The move under this contract shall be performed in conformity with the specifications described herein, and with directions of the State representatives as given from time to time during the progress of the move under the terms of the contract.
- k. The Vendor 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 Vendor 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.
- l. The Vendor 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 State. Failure to remedy timely or to the State's satisfaction shall be deemed as a breach of contract and, as such, the State shall have the right to terminate said contract or deduct costs of repairs/replacement from vendor's invoice(s).
- m. **Vendor Responsibility:** The successful vendor shall be solely responsible for meeting all terms and conditions specified in the RFB, their bid, and any resulting contract. Any subcontracted vendor shall first be approved by the State. The vendor shall remain wholly responsible for performance under the contract and will be considered the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any contract.
- n. The Vendor shall employ only competent people, qualified to do the required work. Whenever the State shall notify the Vendor 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.
- o. **INSPECTION:** Inspection of the Vendor's work shall be made by a Department of Administrative Services representative. The representative has authority to point out to the Vendor incomplete or defective work and necessary corrective measures, but does not have authority to alter the terms or conditions of the contract.
- p. The State reserves the right to hire or use equipment and personnel other than from the Vendor if the Vendor does not report ready for service within (1) hour of the time specified for commencement of work. When such equipment and/or personnel other than the Contractor's are employed, any expense incurred shall be borne by the Contractor and such expense shall be deducted from any money due the Contractor.

2. MOVE SCHEDULE:

- a. **Contingencies:** The following schedule shall be binding unless the Vendor and State of New Hampshire negotiate a mutually agreeable alternate schedule, and/or if other causes such as inclement weather or facility troubles cause delay. Any proposed alternative move schedule shall be documented in writing, and submitted with as much advance notice as circumstances allow for the other party's review and approval. Any and all schedule negotiations shall be made in good faith by both parties.
- b. **Schedule:** Work shall be completed over approximately three weeks, and unless otherwise agreed in advance shall be performed during regular week-day business hours of 8:00 AM to 6:00 PM daily. Placement and layout of all furnishings and equipment shall be as designated by the "Furniture Move Plans" provided as Attachments A1 and A2 and as identified by the tags which will be provided on each item designating the destination room number and, if applicable, workstation number. Relocation of the six (6) agencies shall be accomplished over three concurrent weeks in accordance with the following move schedule:
- c. **WEEK ONE (1): November 4, 2013(Monday) - November 8, 2013 (Friday):**
 - i. **Performance of "Alternate 1" - NH Joint Board File Relocation:**
 - **PACK & MOVE:** Commence packing files on Monday morning November 4, 2013; complete packing and relocation to designated area in Philbrook building by the end of the business day on Friday, November 8, 2013.
 - ii. **DHHS/Board of Nursing Regulation 21 South Fruit Street, Walker Building, 1st floor, Concord NH. Move from current location to Philbrook Building, 1st floor, Wing A.**
 - **MOVE DATES:** Commence Tuesday morning on November 5, 2013; complete by the end of business day on Wednesday, November 6, 2013.
- d. **WEEK TWO (2): November 12, 2013 (Tuesday) – November 15 (Friday):**
 - i. **NH Real Estate Commission: 64 South Street, Lower Level, Concord NH. Move from current location to Philbrook Building, 1st floor, Wing A.**
 - **MOVE DATES:** Commence Tuesday morning on November 12, 2013; complete by the end of business day on Wednesday, November 13, 2013.
 - ii. **NH Joint Board, Suite B, 57 Regional Drive, Concord NH. Move from current location to Philbrook Building 1st and 2nd floors, Wing B. Existing furniture panel supported workstations and rolling file system will be disassembled, relocated and reinstalled by others.**
 - **MOVE DATES:** Commence Thursday morning on November 14, 2013; complete by the end of business day on Friday, November 15, 2013.
- e. **WEEK THREE (3): November 18, 2013 (Monday) – November 22, 2013 (Friday):**
 - i. **DHHS/Board of Pharmacy, Suite C, 57 Regional Drive, Concord NH; move from current location to Philbrook Building, 1st floor (files only) and 2nd floor, Wing C.**
 - **MOVE DATE:** Commence Monday morning on November 18, 2013; complete by the end of same business day on Monday, November 18, 2013.
 - ii. **Performance of "Alternate 1" - NH Joint Board File Relocation:**
 - **UNPACK FILES TO SIDE-TAB SHELVING UNITS:** Commence Monday November 18, 2013; complete by end of business day on Wednesday, November 20, 2013.
 - iii. **DHHS/Board of Barbering and Cosmetology, 2 Industrial Drive, Building B, Concord NH; move from current location to Philbrook Building, 1st floor (files only) and 2nd floor, Wing C.**
 - **MOVE DATE:** Commence Wednesday morning on November 20, 2013; complete by the end of same business day on Wednesday, November 20, 2013.
 - iv. **November 21-22 (Thursday & Friday): DHHS/Attached Medical Boards, 2 Industrial Drive, Building A, Concord NH; move from current location to Philbrook Building 1st floor, Wing C.**
 - **MOVE DATES:** Commence Thursday morning on November 21, 2013; complete by the end of business day on Friday, November 22, 2013.

3. **Vendor acknowledgment of existing conditions:** The Vendor acknowledges having toured the existing agency locations and their destination locations within the Phillbrook building, and is therefore cognizant of existing conditions.
4. **Contract Terms & Conditions:** The form contract P-37 included herein shall be the basis for contract discussions.

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 McCollister's Transportation Group, Inc., a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on September 27, 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 27th day of September, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY FOR CORPORATIONS

I, (insert name) H. Daniel McCollister, am the Clerk/Secretary of the (insert Corporate name), McCollister's Transportation Group, Inc. and do hereby certify:

- 1. I am a duly elected and acting Clerk/Secretary for the Corporation documented above, which is incorporated in the State of (Insert State of incorporation) Delaware
2. I maintain and have custody of, and am familiar with, the minute books of the Corporation;
3. I am duly authorized to issue certificates with respect to the contents of such books;
4. The following is a true, accurate and complete copy of the resolution adopted during a meeting of the Board of Directors of the Corporation. Said meeting was held in accordance with the laws and by-laws of the State in which the Corporation is incorporated, upon the following date: (insert date of meeting) January 25, 2013

RESOLVED: That this Corporation shall enter into a contract with the State of New Hampshire, acting by and through the providing for the performance by this Corporation of certain services as documented within the foregoing Lease, and that the President, and/or the Vice President, and/or the Treasurer, (document which titled officer is authorizing the contract), President on behalf of this Corporation, is authorized and directed to enter into the said lease contract with the State of New Hampshire, and that they are to take any and all such actions that may be deemed necessary, desirable of appropriate in order to execute, seal, acknowledge and deliver any and all documents, agreements and other instruments on behalf of this Corporation in order to accomplish the same.

RESOLVED: That the signature of the above authorized party or parties of this Corporation, when affixed to any instrument of document described in, or contemplated by, these resolution, shall be conclusive evidence of the authority of said parties to bind this Corporation, thereby:

- 5. The foregoing resolutions have not been revoked, annulled, or amended in any manner what so ever, and remain in full force and effect as of the date hereof;
6. The following person or persons have been duly elected to, and now occupy, the Office or Offices indicated: (fill in the appropriate names of individuals for each titled position)

President: H. Daniel McCollister
Vice President n/a
Treasurer: H. Daniel McCollister

IN WITNESS WHEREOF: I sign below as the Clerk/Secretary of the Corporation, and have affixed its' corporate seal (if applicable) upon this date: (insert date of signing) September 20, 2013

Clerk/Secretary (signature) [Signature]
In the State and County of: (State and County names) Burlington, New Jersey

NOTARY STATEMENT: As Notary Public and/or Justice of the Peace, REGISTERED IN THE STATE OF: New Jersey
COUNTY OF: Burlington

UPON THIS DATE 9-20-13, appeared before me (print full name of notary) WINIFRED A. HWILKA
the undersigned officer personally appeared (insert officer's name) H. DANIEL McCollister who acknowledged him/herself to be (insert officer's title, and the name of corporation) PRESIDENT, MCCOLLISTER'S

and that being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation.

In witness whereof I hereunto set my hand and official seal. (Provide signature, seal and expiration of commission)

[Signature]

WINIFRED A. HWILKA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9-30-16

NEW HAMPSHIRE
UNION LEADER

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Memo Bill

Ad #: 0000803550

09/19/2013

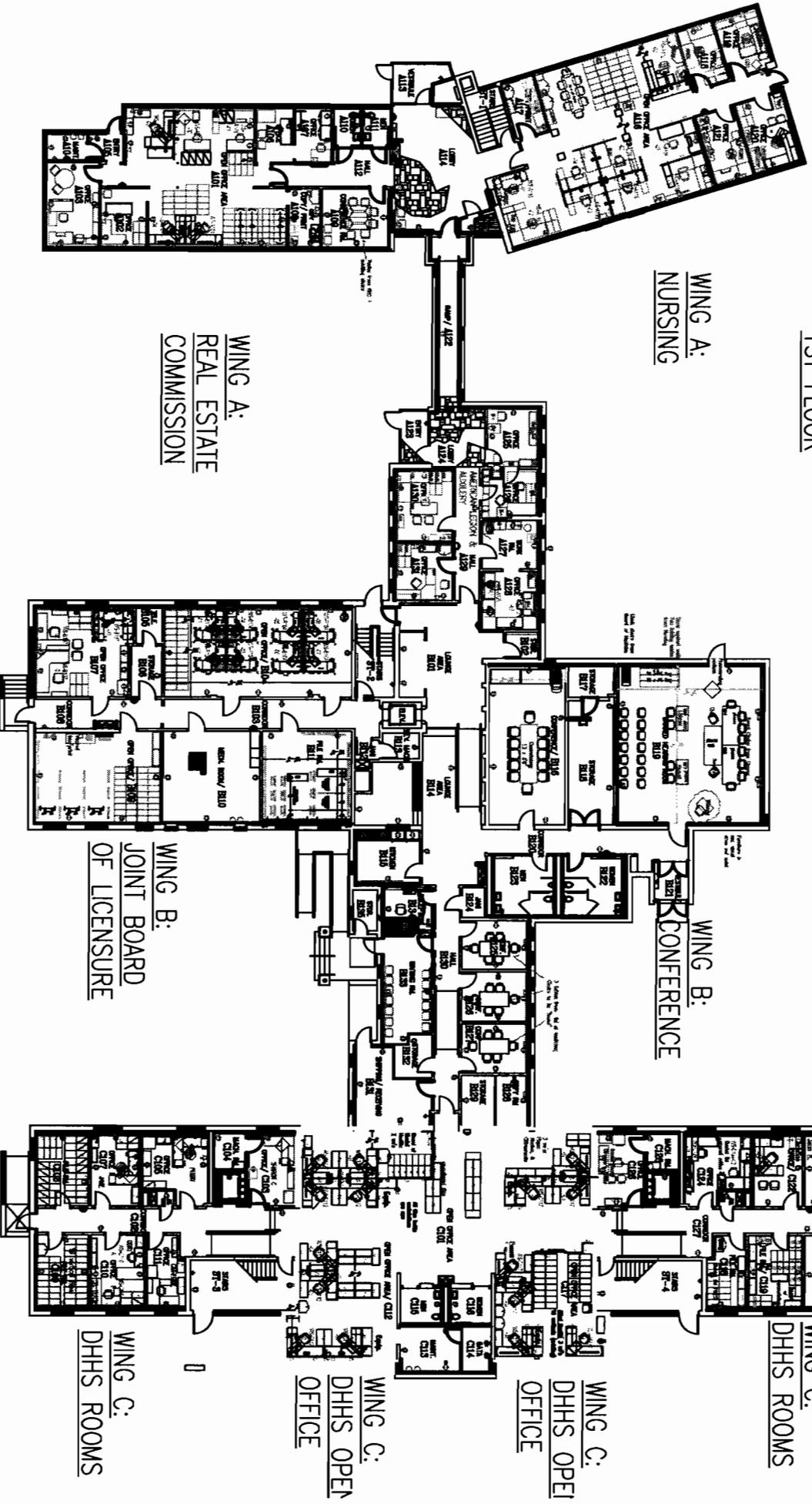
STATE OF NH - ADMIN SERVICES STATE HOUSE ANNEX CONCORD NH 03301 Phone: (603)271-2201	59720	Salesperson: LEGAL ADVERTISING DENISE HENLEY 271-7035 FOR A/P (603)271-2201 denise.henley@nh.gov	
Promo Code:	Size: 0.00 × 0.00	Color:	Number of Days: 3
Product	Category	Classification	Insertions Period
UL LEGALS 10	LEGAL12	LEGALS	08/16/13, 08/18/13-08/19/13

Pricing Information:	Base Cost:	163.80
	Sub Total:	163.80
	Total:	163.80
Total Due:		163.80

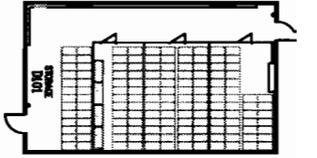
Ad Description: BID/RELOCATE CONCORD AGENCIES

Ad Taker: ROSA GONZALEZ

ATTACHMENT A1
 PHILBROOK BLDG MOVE PLAN:
 1ST FLOOR



BUTLER BLDG:
 DHHS FILES



WING A:
 NURSING

WING A:
 REAL ESTATE
 COMMISSION

WING B:
 JOINT BOARD
 OF LICENSURE

WING B:
 CONFERENCE

WING C:
 DHHS ROOMS

WING C:
 DHHS OPEN
 OFFICE

WING C:
 DHHS ROOMS

WING C:
 DHHS OPEN
 OFFICE

ATTACHMENT A2

PHILLBROOK BLDG MOVE PLAN:
2nd FLOOR

