

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: September 14, 2010

Company Name: _____

Address: _____

To Point of Contact: Daniel Ostroth, Creative Services Manager
Bureau of Graphic Services, 12 Hills Avenue, Concord NH 03301
Telephone: 603-271-3205 Fax: 603-271-1949 E-mail: Daniel.Ostroth@nh.gov

Bid Invitation Name: Graphic Machinery Rigging 9.10
Bid Number: Graphics 26-11
Bid Opening Date: September 20, 2010 Time of Bid Opening: 11:00 A.M. EDT

Dear Daniel Ostroth:

[Insert name of Signor] _____, on behalf of [insert name of entity submitting bid (collectively referred to as "Vendor")] _____ hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # Graphics 26-11 for Graphic Machinery Rigging 9.10 at the price(s) quoted herein in complete accordance with the bid.

_____ is authorized to legally obligate _____
Signor Name (please print) Company Name

Vendor attests to the fact that:

- 1. The Vendor has reviewed and agreed to be bound by the Bid.
- 2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
- 3. The Bid is effective for a period of 180 days from the Bid submission deadline of September 20, 2010.
- 4. The prices Vendor has quoted in the Bid were established without collusion with other Vendors.
- 5. The Vendor has read and fully understands this Bid.

Vendor's official point of contact is: _____

Telephone: _____ Email: _____ Fax: _____

Authorized Signor's Name, Printed: _____

Authorized Signor's Signature: _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

County: _____ State: _____, to wit:

On the _____ day of _____, 2010, there appeared before me, in the state and county foresaid, a person who satisfactorily identified him/herself as

_____ ,

and I acknowledge that he/she executed this document indicated above.

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

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PLANT & PROPERTY MANAGEMENT
BUREAU OF GRAPHIC SERVICES**

**Instructions for Request for Bid (RFB)
Bid #Graphics 26-11: "Graphic Machinery Rigging 9.10"**

PURPOSE

The purpose of this request for bid is to establish a service contract in the form of a purchase order to move one printing press and its associated oil pan and auxiliary pump/chiller unit from a first floor storage area to a second floor production area within the same building. This building is where New Hampshire Bureau of Graphic Services is housed in Concord, New Hampshire.

BID SUBMISSION DEADLINE

All submissions for this bid must be received at NH Bureau of Graphic Services by 11:00 a.m. EDT Monday, September 20, 2010. This is a hard and fast cutoff. Bids received one minute after this deadline will definitely be disqualified. For purposes of meeting the deadline, faxes will be accepted at (603) 271-1949.

CORRECT BID SUBMISSION

Read and follow these instructions carefully. Many bid responses are submitted incorrectly due to vendor failure to read and follow all instructions. Should you have any questions, refer to the instructions entitled "RFB Inquiries".

VENDOR CERTIFICATIONS

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire. In order to become duly registered, the following processes must be completed:

- **State of New Hampshire Vendor Application:** Bidders must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee is required to obtain this form): <http://www.admin.state.nh.us/purchasing/vendor.asp> . Do not submit these documents as part of your bid submission.
- **New Hampshire Secretary of State Registration:** A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.nh.gov/sos/corporate>

RFB INQUIRIES

This RFB is issued for the State of New Hampshire by the Bureau of Graphic Services, the sole point of contact for the State of New Hampshire during the procurement process.

Please take the time to read the RFB carefully before submitting inquiries and make your inquiries as clear as possible. Reference the section of the RFB in question.

RFB INQUIRIES (cont'd)

Inquiries must be submitted by an individual authorized to commit their organization to the Terms and Conditions of this RFB.

Please direct inquiries to the attention of Dan Ostroth at (603) 271-3205 or Daniel.Ostroth@nh.gov .

ADDENDA

In the event it becomes necessary for the State to add to or revise any part of this RFB prior to the scheduled submittal date, NH Bureau of Graphic Services will post an addendum on the NH Purchase and Property web site at http://www.admin.state.nh.us/purchasing/bids_posteddte.asp . Before your submission, always check this site for any addenda or other materials that may have been issued that would affect the RFB.

BID SUBMISSION

Your bid response **MUST** conform to the following criteria to be considered for award:

- All responses must be received at the Bureau of Graphic Services on or before the bid due date stated in this bid. Bids received later than the specified date and time will not be considered. Vendors mailing their responses must allow sufficient time for delivery by the deadline. A faxed bid will be accepted for purposes of meeting the bid submission deadline, but must be followed by a hard copy submission with “wet” signature received at NH Bureau of Graphic Services no later than two business days after the submission deadline. Fax bids to (603) 271-1949.
- All hard copy bid submissions must be delivered in sealed packages; permanently marked showing the following information on the outside of the package:
 - Vendor’s Name and Address
 - RFB #Graphics 26-11
 - BID Due Date
 - Entitled: “Graphic Machinery Rigging 9.10”
- Your submission must include in the following order:
 - A copy of all pages and sides of the entire Original RFB and any addenda.
 - Completed, signed and notarized Bid Transmittal Letter.
 - Completed "Vendor’s Bid Proposal" page.
 - Vendor’s Bid Proposal must be either typewritten or legibly printed in permanent ink.
 - No other form of price quotation will be accepted as a substitute for a completed “Vendor’s Bid Proposal” page.
 - Failure to furnish all information called for in the Vendor’s Bid Proposal page will result in disqualification of the bid.
 - Any change, strikeover or other evidence of alteration to the Vendor’s Bid Proposal **MUST** be initialed by the bid signer.
- The bid response package must be delivered to the following address:
Bureau of Graphic Services
12 Hills Avenue
Concord NH 03301
Any package delivered to any other location of the State will not be honored as received.

SPECIFICATIONS COMPLIANCE

Bid proposals must be based on meeting all specifications, terms and conditions without exception as set forth in the original specifications document and any addenda (see below under “ADDENDA”). Bids that do not offer to meet all specifications, terms and conditions may be subject to disqualification.

ALTERNATE BIDS

No alteration or exception may be made by the bidder to any of the provisions of this Request for Bid, nor to any of its terms and conditions. Any such alterations or exceptions may result in disqualification of the bid.

ADDITIONAL INFORMATION

The State reserves the right to make a written request for additional information in writing from a Vendor to assist in understanding or clarifying a bid proposal.

VENDOR ATTENDANCE AT OPENING OF RFB

Vendors may attend the opening of the bids; however only the names of the vendors submitting responses will be disclosed at that time. By state law, detailed bid information may not be revealed until after an award is made.

BID RESULTS

Upon award of order, bid results will be posted at the NH Purchase and Property web site at: <http://www.admin.state.nh.us/purchasing>

SUBCONTRACTORS

The vendor shall be solely responsible for meeting all requirements and terms and conditions specified in this RFB, its response and any resulting contract. The vendor must describe in its bid any intended use of third (3rd) parties or subcontractors. The State must approve any use of subcontractors before they are used.

CANCELLATION OF RFB

The State reserves the right to cancel this solicitation at any time prior to contract award, in which case all responses will be rejected.

REQUIREMENTS OF THE WINNING BIDDER

Upon receipt of contract award notification, the successful bidder must furnish the following:

- A signed and completed General Provisions Terms and Conditions form P-37. In the execution of this contract, the awarded vendor must agree to and abide by the general terms and conditions listed within this form. A copy of this form is included as "APPENDIX A" at the end of this bid document for informational purposes. Completion of this form is only required of the awardee; it does not have to be completed by every bidder as part of their bid submission.
- A signed and notarized copy of a Clerk's Certificate. An example of such a certificate is included as "APPENDIX B" at the end of this bid document for informational purposes; however vendor may use their own version of such a form.
- Certificate of Comprehensive General Liability Insurance in the amount of \$2 million or more for each occurrence.
- Certificate of Good Standing from the State of New Hampshire Department of State.



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PLANT & PROPERTY MANAGEMENT
BUREAU OF GRAPHIC SERVICES**

REQUEST FOR BID

GRAPHIC MACHINERY RIGGING 9.10

SPECIFICATIONS

PURPOSE

The purpose of this request for bid is to establish a service contract in the form of a purchase order to move one printing press from the first floor level to the second floor level within the building where New Hampshire Bureau of Graphic Services is housed in Concord, New Hampshire.

CLIENT AGENCY

New Hampshire Bureau of Graphic Services, 12 Hills Ave., Concord, NH 03301 (603) 271-3205.

REQUIREMENTS OF THE MOVE

Equipment To Be Moved – There is one piece of equipment to be moved, consisting of two separately movable parts, as follows:

1. A small-format 2-color offset press: Hamada H-234C
Weight: approximately 3,000 lbs.
Footprint: 7'6" x 3'6". Press sits on two lengthwise rails with 15-1/2" between rails.
Rails sit in an oil pan and have adjustable legs. Oil pan must be moved with press.
2. The fountain solution recirculator for the above press: Royse 6000 chiller-recirculator
Weight: approximately 100 lbs.
Size: 22" high x 14" wide x 18" deep



View from Operator's Side



View of press from the feeder end with Royse recirculator to the right.

REQUIREMENTS OF THE MOVE (cont'd)

Rigging Origin & Destination – This equipment must be moved to another location within the same building where it is currently being stored, i.e., at 12 Hills Avenue, Concord, New Hampshire. However, due to barriers within the building, it will be necessary to take the equipment out of the building from a dock on the east side of the building, truck it around a city block to a loading dock on the west side of the building, and take it back into the building there.

Movement From: The equipment must be moved from where it is currently stored in a first floor basement at the northeast corner of the building. It can be removed from the building via a loading dock on the east side of the building facing Storrs St.

Movement To: Rigger must truck the equipment around to a long driveway at 39-1/2 South Main Street; back down to the loading dock there; elevate the truck bed sufficiently to offload onto the high dock; and then move the equipment from the dock to the designated interior location. The intended deposit point is about 85 feet from the edge of the dock, reached by travel over level concrete floors through a wide, clear aisleway.

Placement Of Equipment – An oil pan is currently under the press. When the press is set in its new location, the oil pan must be again put under it. The recirculator unit must be placed beside the press in the same orientation as shown in the above photograph. Leveling the press is not a part of this rigging contract.

SITE VISITS

Bidders wishing to perform a site visit in order to evaluate the equipment, facilities and prevailing conditions may arrange to do so by contacting David Roy or Brian Cummings at NH Bureau of Graphic Services, phone (603) 271-3240.

SCHEDULE OF MOVE

Performance of this rigging task is requested as soon as possible, and not later than 10 working days after receipt of order. Please indicate proposed timeframe as indicated on the “Vendor’s Bid Proposal” page.

Vendor must give 2 days notice prior to performing the move to allow time for the state to put in temporary reinforcement of the floor along the route of interior travel.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PLANT & PROPERTY MANAGEMENT
BUREAU OF GRAPHIC SERVICES

REQUEST FOR BID

BID # GRAPHICS 26-11: GRAPHIC MACHINERY RIGGING 9.10

VENDOR'S BID PROPOSAL

Firm: _____

Contact Person: _____ **Phone:** _____

PROPOSED PRICE: Note: Award will be made to the qualified vendor offering the lowest price for the services specified in this bid. Price to be expressed in US dollars, less government excise tax.

Total maximum price for the rigging task described herein: \$ _____

PROPOSED TIMEFRAME:

All rigging will be completed within not more than _____ working days after receipt of order.

VENDOR COMMENTS:

NOTE: THIS BID PAGE MUST BE ACCOMPANIED BY A COMPLETED, SIGNED AND NOTARIZED BID TRANSMITTAL LETTER – SEE FIRST PAGE OF BID DOCUMENT.

Note: The following appendices, Form P-37 and Clerk Certificate must be completed only by the apparent bid winner, following opening and review of all bids and notification by the State. All provisions, terms and conditions shown in the P-37 will become binding upon the contractor in the event of award. These forms and their contract language are reproduced here for informational purposes only.

APPENDIX A

Subject:

Graphic Machinery Rigging 9.10

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <input type="text"/>		1.2 State Agency Address <input type="text"/>	
1.3 Contractor Name <input type="text"/>		1.4 Contractor Address <input type="text"/>	
1.5 Contractor Phone Number <input type="text"/>	1.6 Account Number <input type="text"/>	1.7 Completion Date <input type="text"/>	1.8 Price Limitation <input type="text"/>
1.9 Contracting Officer for State Agency <input type="text"/>		1.10 State Agency Telephone Number <input type="text"/>	
1.11 Contractor Signature <input type="text"/>		1.12 Name and Title of Contractor Signatory <input type="text"/>	
1.13 Acknowledgement: State of <input type="text"/> , County of <input type="text"/> On <input type="text"/> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <input type="text"/>			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory <input type="text"/>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

CERTIFICATE

(Corporation with Seal)

I, _____, Clerk/Secretary of the _____
do hereby certify that:

(1) I am the duly elected and acting Clerk/Secretary of the _____, a
_____ corporation (the "Corporation");
(State of Incorporation)

(2) I maintain and have custody of and am familiar with the seal and minute books of the Corporation;

(3) I am duly authorized to issue certificates with respect to the contents of such books and to affix such seal to such certificates with respect to the contents of such books and to affix such seal to such certificates;

(4) The following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held the _____ day of _____, 2010, which meeting was duly held in accordance with _____ law and the by-laws of the Corporation:
(State of Incorporation)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Administrative Services, providing for the performance by the Corporation of certain _____ services, and that the President (any Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, seal, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) as (he/she) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document described in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) The foregoing resolutions have not been revoked, annulled or amended in any manner whatsoever, and remain in full force and effect as of the date hereof;

(6) The following person(s) (has) (have) been duly elected and now occupy the office(s) indicated below.

_____ President _____ Vice President

_____ Treasurer

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation and have affixed its corporate seal this _____ day of _____, 2010

(Seal)

Clerk/Secretary