

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
**DIVISION OF PARKS AND RECREATION**  
**CAPITAL PROJECTS & MAINTENANCE**

***BI-ANNUAL BEACH CLEANING***  
***HAMPTON BEACH STATE PARK HAMPTON, NH***

**SPECIFICATIONS**

**PROJECT # OPS-2415**





**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION  
CAPITAL PROJECTS & MAINTENANCE**

172 Pembroke Road  
Concord, NH 03301  
Tel. (603) 271-2606 Fax (603) 271-2629

**SPECIFICATIONS**

**BI-ANNUAL BEACH CLEANING  
HAMPTON BEACH STATE PARK  
HAMPTON, NH**

**PROJECT # OPS-2415**

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION  
PLANNING AND DEVELOPMENT  
172 Pembroke Road  
Concord, N.H. 03301  
TEL. 603-271-2606 FAX 603-271-2629

**NOTICE TO BIDDERS**

Project: #OPS-2415 BI-ANNUAL BEACH CLEANING  
HAMPTON BEACH STATE PARK  
HAMPTON, NH

**Sealed Bid** proposals for the above project will be accepted until 2:00 P.M., prevailing time, on Thursday February 8, 2024. Proposals should be mailed to: Attn: Edward Mussey Public Works Project Manager I Department of Natural and Cultural Resources 172 Pembroke Road, Concord, NH 03301. **Electronic bids by e-mail or facsimile will not be accepted.**

Specifications will be available to interested contractors at the Planning and Development Office on January 9, 2024. They may also be viewed at the following locations:

- 1.) Construction Summary of New Hampshire Inc. 734 Chestnut Street, Manchester, NH 03104 Tel. (603) 627-8856.
- 2.) Alpha Graphics 933 Islington Street, Portsmouth, NH 03801 Tel. (603) 436-3030
- 3.) McGraw-Hill Construction Plan Room 880, Second Street, Manchester, NH 03104 Tel. (603) 645-6554
- 4.) Signature Digital Imaging, 472 Amherst St. Unit 23 Nashua, NH 03063 Tel. (603) 624-4025
- 5.) Works in Progress, 20 Farrell Street, Suite 103, South Burlington, VT 05403 Tel. 1-800-669-7048
- 6.) New Hampshire Department of Administrative Services Bureau of Purchase and Property Website <http://admis.state.nh.us/purchasing/vendorresources.asp>
- 7.) New Hampshire State Parks Website <https://www.nhstateparks.org/about-nh-parks/projects-and-improvements>

All companies, corporations, and tradenames bidding must be registered and have a certificate of existence from the Secretary of State, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire.

**All bidders will be required to attend the pre-bid conference at the Maintenance Garage at Hampton Beach State Park, 30 State Park Road Hampton, NH at 10:00 a.m. on January 23, 2024**

**At the time of the bid opening, a Bid Bond accompanying the bid proposal will be required in the amount of 5% of the total amount of the lump sum price.** Personnel Checks or Business Checks will not be accepted. Bid proposals should be made out only on the forms attached to the specifications. These forms are also available from the Planning & Development office. Bid Proposals are to be submitted in a sealed envelope marked: Bid Proposal: Beach Cleaning Hampton Beach State Park Hampton, NH Project No. OPS-2415.

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Edward Mussey  
Public Works Project Manager I

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION  
CAPITAL PROJECTS AND MAINTENANCE  
172 Pembroke Road  
Concord, N.H. 03301  
TEL. 603-271-2606 FAX 603-271-2629

**BID PROPOSAL FORM**

**PROJECT #:** OPS-2415 BI-ANNUAL BEACH CLEANING  
HAMPTON BEACH STATE PARK  
HAMPTON, NH

**MANDATORY PRE BID CONFERENCE:** January 23, 2024 at 10:00 a.m. Sharp

**DATE BID OPENING:** February 8, 2024 at 2:00 p.m.

**START DATE:** May 4, 2024

**COMPLETION DATE:** September 30, 2025

Sealed bid proposals for the above project will be accepted until 2:00 p.m., prevailing time, on February 8, 2024. Bids should be MAILED TO: Attn: Edward Mussey Public Works Project Manager I Department of Natural and Cultural Resources 172 Pembroke Road, Concord, NH 03301 Please note on the outside of the envelope "Bid Proposal" Beach Cleaning Hampton Beach State Park Hampton, NH Project No. OPS-2415.

**DATE:** \_\_\_\_\_

**PROPOSAL OF:** \_\_\_\_\_

**GRAND TOTAL / LUMP SUM BASE BID:** \_\_\_\_\_

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
DIVISION OF PARKS AND RECREATION  
CAPITAL PROJECTS & MAINTENANCE

**PROPOSAL**

Proposal of...

---

(name)

---

(address)

To furnish and deliver all materials except as noted and to perform all work in accordance with the Contract of the State of New Hampshire, DEPARTMENT OF NATURAL AND CULTURAL RESOURCES for the construction of...

Project # OPS-2415 Bi-annual Beach Cleaning Hampton beach State Park Hampton, NH

Commissioner  
DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
172 Pembroke Road,  
Concord, N.H. 03301

Commissioner:

In accordance with the advertisement of the DEPARTMENT OF NATURAL AND CULTURAL RESOURCES inviting proposals for the project herein before named and in conformity with the Plans and Specifications on file in the office of the DEPARTMENT OF NATURAL AND CULTURAL RESOURCES, (firm name) hereby certifies that \_\_\_\_\_ is/are the only person, or persons, interested in this proposal as principals; that this proposal is made without collusion with any person, firm, or corporation; that an examination has been made of the Plans, of the Standard Specifications, and Special Attentions, Supplemental Specifications, and Special Provisions, all of which are attached hereto, and also of the site of the work; and I, or we, propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed; and understand that the quantities of work as shown herein are approximate only and are subject to increase or decrease, and further understand that all quantities of work are to be performed at the quoted prices.

To execute the form of contract and begin work within 15 (fifteen) days after the notice to proceed has been received or otherwise delivered to the contractor and to prosecute said work until its completion.

**It is further proposed:**

To furnish a contract bond in the amount of one hundred percent (100%) of the contract award, if the contract award is seventy-five thousand dollars (\$75,000) or more, as security for the completion of the contract in accordance with the plans and specifications and contract documents. The form of bond shall be that provided for by the Department, and the surety shall be acceptable to the Commissioner. No contract bond shall be required on contract awards of less than seventy-five thousand dollars (\$75,000).

To guarantee all of the work performed under this contract to be done in accordance with the plans and specifications and contract documents.

Enclosed, herewith, find **Bank Certified Check or Bid Bond** in the amount of 5% of the total amount of the Lump Sum Price made payable to the "Treasurer, State of New Hampshire" as a proposal guarantee which is understood, will be forfeited in the event the form of contract is not executed, if awarded to the undersigned. **Personnel Checks or Business Checks will not be accepted as a Bid Bond and if submitted your bid will be disqualified.**

The undersigned acknowledges receipt of the following addenda, issued during the bidding time, and states that these have been incorporated in the proposal:

Addendum #1 dated \_\_\_\_\_

Addendum #2 dated \_\_\_\_\_

Addendum #3 dated \_\_\_\_\_

Dated \_\_\_\_\_

**SCHEDULE OF VALUES PROJECT # OPS-2415**

INDICATE DOLLAR AMOUNT OF CONTRACT SUM ALLOCATED TO EACH CATEGORY OF WORK AS DESIGNATED BELOW:

Bidder(s) must submit a **per night** price. Bidder (s) must offer prices for the use of their equipment and labor based on the following dates:

**Fiscal Year 2024:** (July 1, 2023-June 30, 2024)

<u>Equipment</u>	<u>#Nights</u>	<u>Per Night</u>	<u>Cost</u>
May 4 – May 24, 2024 3 times a week	(9)	\$ _____ @ 9 = \$ _____	
May 25 – May 27, 2024 Each night (Memorial Day Weekend)	(3)	\$ _____ @ 3 = \$ _____	
May 28, 2024 – June 30, 2024 Every Night	(34)	\$ _____ @ 34 = \$ _____	

<u>Labor</u>	<u>#Nights</u>	<u>Per Night</u>	<u>Cost</u>
May 4 – May 24, 2024 3 times a week	(9)	\$ _____ @ 9 = \$ _____	
May 25 – May 27, 2024 Each night (Memorial Day Weekend)	(3)	\$ _____ @ 3 = \$ _____	
May 28, 2024 – June 30, 2024 Every Night	(34)	\$ _____ @ 34 = \$ _____	

**FY 2024 SUBTOTAL** \_\_\_\_\_  
(A)

**Fiscal Year 2025:** (July 1, 2024-June 30, 2025)

<u>Equipment</u>	<u>#Nights</u>	<u>Per Night</u>	<u>Cost</u>
July 1, 2024 – Sept 30, 2024 Every night	(92)	\$ _____ @ 92 = \$ _____	
May 3, 2025 – May 23, 2025 3 times a week	(9)	\$ _____ @ 9 = \$ _____	
May 24, 2025 – May 26, 2025 Each night (Memorial Day Weekend)	(3)	\$ _____ @ 3 = \$ _____	
May 27, 2025 – June 30, 2025 Every Night	(35)	\$ _____ @ 35 = \$ _____	



**SCHEDULE OF VALUES PROJECT # PR-OPS-2415 CONTINUED**

	<u>Labor</u>		<u>#Nights Per Night</u>		<u>Cost</u>
July 1, 2024 – Sept 30, 2024	Every night	(92)	\$ _____	@ 92 = \$ _____	
May 3, 2025 – May 23, 2025	3 times a week	(9)	\$ _____	@ 9 = \$ _____	
May 24, 2025 – May 26, 2025 (Memorial Day Weekend)	Each night	(3)	\$ _____	@ 3 = \$ _____	
May 27, 2025 – June 30, 2025	Every Night	(39)	\$ _____	@ 39 = \$ _____	

**FY 2025 SUBTOTAL** \_\_\_\_\_  
(B)

**Fiscal Year 2026:** (July 1, 2025-June 30, 2026)

	<u>Equipment</u>		<u>#Nights Per Night</u>		<u>Cost</u>
July 1, 2025 – Sept 30, 2025	Every night	(92)	\$ _____	@ 92 = \$ _____	

	<u>Labor</u>		<u>#Nights Per Night</u>		<u>Cost</u>
July 1, 2025 – Sept 30, 2025	Every night	(92)	\$ _____	@ 92 = \$ _____	

**FY 2024 SUBTOTAL** \_\_\_\_\_  
(C)

**ALLOWANCES**

**ALLOWANCE #1: Unanticipated Modification and/or Additions to Contract Items:**

Include in the Contract, a stipulated sum/price of **\$10,000** for use upon the Project Managers instruction. This Allowance will make money available for modifications and/or additions to contract items due to owner-initiated changes, or for unknown, latent or differing existing conditions, or for the removal of hazardous materials that are encountered by construction.

- a. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance. The cost of the bond for the amount of Allowance shall be included as part of the lump sum base bid.
- b. Funds will be drawn from an Allowance only by Change Order. Contractor can proceed with Change Order Work against Allowance with direction from the Project Manager. The Contractor shall not proceed with any work that will exceed the amount of Allowance remaining.
- c. Credits can only be added to an Allowance by Alteration Order. The Contractor may not use a credit until an Alteration Order is fully executed.

- d. Notwithstanding the Contractors objection, the Project Manager may at any time reduce the funds remaining in the Allowance by Alteration Order.
- e. At Final Payment of the Contract, funds remaining in the Allowance will be credited to the State.
- f. The Allowance will Be split 50/50 in FY 2025 @ \$5,000 and FY2026 @ \$5,000

**Total Lump Sum of Contract (Including Allowances).....**  
**(A)+(B)+(C)+(ALLOWANCE #1 \$10,000)**

**NOTE:** The Schedule of values must be completely filled out in order for the bid proposal to be considered responsive.

**SIGNATURE PAGE**

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Signature of Authorized Bidder \_\_\_\_\_

Print \_\_\_\_\_

Title \_\_\_\_\_

Address of Bidder \_\_\_\_\_

(if different than company)

Names and Addresses of Members of the Firm/Corporation

Name \_\_\_\_\_ address \_\_\_\_\_

Name \_\_\_\_\_ address \_\_\_\_\_

Name \_\_\_\_\_ address \_\_\_\_\_

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Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Natural and Cultural Resources		1.2 State Agency Address 172 Pembroke Rd. Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Edward Mussey, Public Works Project manager I		1.10 State Agency Telephone Number 603-271-3973	
1.11 Contractor Signature  <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor’s order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State’s point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State’s discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word “Property” shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**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.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. “Change of Control” means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 with respect to the subject matter hereof.



## **GENERAL CONDITIONS**

### **GENERAL**

This contract is to be governed by all the applicable provisions of these specifications.

This project consists of Performing Bi-annual Beach Cleaning Services at Hampton Beach State Park Hampton, NH as indicated on the attached plans and these specifications.

### **BIDDING REQUIREMENTS**

Bids shall only be accepted on the official Bid Proposal Forms, attached to these specifications. **Any bids submitted that are not on the official bid proposal forms will not be accepted.**

### **BID QUOTES**

Any items appearing to be a correction to a price offered in a particular bid, quotation or proposal must be initialed by an authorized representative of the bidder before the bid opening.

### **CONDITIONS AT SITE OR BUILDING**

Bidders shall visit the site and be responsible for having ascertained pertinent local conditions such as: location, accessibility, general character of the site or building, the character and extent of existing work within or adjacent to the site, and any other work being performed thereon at the time of the submission of this bid.

### **PERFORMANCE AND PAYMENT BOND**

In the event the bid is \$75,000 or more, the contractor shall furnish security by bond or otherwise in an amount equal to 100% of the contract guaranteeing performance and payment. The payment security shall meet the requirements of RSA 447:16.

The performance and payment bond must be returned with the signed contract within 15 days after the contract has been mailed or otherwise delivered to the bidder.

### **PROPOSAL GUARANTEE**

The Bidders shall furnish a certified Bank Check or Bid Bond in the amount of 5% of the total amount of the Lump Sum Price made payable to the "Treasurer, State of New Hampshire" as a proposal guarantee, at the time of the bid opening. This proposal guarantee will be forfeited in the event that the contract is not executed. **Personnel Checks or Business Checks will not be accepted as a Bid Bond and if submitted your bid will be disqualified.**

### **RIGHT TO WORK IN N.H.**

**All bidders must be registered and have a certificate of existence from the Secretary of State, Corporate Division (telephone 603-271-3244) in order to do business with the State of New Hampshire.**

## **PROPOSAL SELECTION**

In most cases the proposal submitted by the qualified bidder with the lowest base bid price shall be selected. However, the DEPARTMENT OF NATURAL AND CULTURAL RESOURCES reserves the right to reject any or all proposals, or advertise for new proposals as it judges to be in the best interest of the state.

## **EXECUTION OF CONTRACT**

The Contractor's attention is called to the following:

**EXECUTION AND APPROVAL OF CONTRACT.** The contract shall be signed by the successful Bidder and returned, together with the contract bond, if applicable, within 15 days after the contract has been mailed or otherwise delivered to the Bidder. No contract shall be considered as in effect until it has been fully executed by all the parties thereto and, when the contract amount is equal to or more than \$10,000, the award has been concurred in by the Governor and Council.

**FAILURE TO EXECUTE CONTRACT.** Failure to execute the contract within 15 days after the contract has been mailed or otherwise delivered to the successful Bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the Department, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest Bidder, or the work may be re-advertised as the Commissioner may decide.

## **STARTING DATE**

The Contractor shall start work after notice to proceed is received. The notice to proceed shall be issued immediately upon contract approval by the Governor and Council, and shall establish the actual construction start date. Failure to start work within 15 calendar days after the start date shall be considered a default of the contract. If the actual start date is later than the advertised start date, the completion date shall be extended by an equivalent number of working days.

## **WORKSITE ACCOUNTABILITY**

Per RSA 21-I:81-b At the onset of work on any state construction project, the general contractor or designated project construction manager, if any, shall provide to the Department Project Manager a current list of all subcontractors and independent contractors that the general contractor has agreed to use on the job site, with a record of the entity to whom that subcontractor is insured for worker's compensation purposes. This list shall be posted on the jobsite and updated as needed to reflect any new subcontractors or independent contractors.

If it is determined that a subcontractor or independent contractor is present on a state construction site without the contractor's name and direct contracting relationship being posted in a visible location at the worksite, the general contractor or designated project manager shall require the subcontractor or independent contractor to provide the information within 36 hours and to post the information in a visible location at the worksite. If the information is not provided within 36 hours of its request, the general contractor shall suspend the contractor until the information is provided and posted.

## **PROTECTION OF EXISTING PROPERTY**

It shall be the responsibility of the contractor to protect existing property from damage. Any damage caused by the contractor in the performance of the work shall be repaired or replaced at his expense to the satisfaction of the Department Project Manager.

## **WORKMANSHIP**

All work shall be performed in a neat workmanlike manner by skilled workmen who have been actively engaged in performing the type of work specified under this contract.

## **CLEAN-UP**

All debris from the project shall be cleaned up daily and removed from the site on a daily basis.

## DEFAULT AND TERMINATION OF CONTRACT

If the Contractor...

- (a) Fails to begin the work under the contract within the time specified in the contract, or
- (b) Fails to perform the work with sufficient workmen and equipment or with sufficient equipment to assure the prompt completion of said work, or
- (c) Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- (d) Discontinues the prosecution of work, or
- (e) Fails to resume work which has been discontinued, within reasonable time after notice to do so, or
- (f) Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- (g) Makes an assignment for the benefit of creditors, or
- (h) For any other cause whatsoever, fails to carry on the work in an acceptable manner...

The Commissioner will give notice in writing to the Contractor of such delay, neglect, or default.

If the Contractor or Surety does not proceed in accordance with the Notice, then the Commissioner will, upon written notification from the Project Manager of the fact of such delay, neglect or default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the prosecution of the work out of the hands of the Contractor. The Commissioner may enter into an agreement for the completion of said contract according to the terms and conditions thereof, or use such other methods as in his opinion will be required for the completion of said contract in an acceptable manner.

All extra costs and charges incurred by the Department as a result of such delay, neglect or default, together with the cost of completion of the work under the contract will be deducted from any monies due or which may become due to said Contractor. If such expenses exceed the sum which would have been payable under the contract, then the Contractor and the Surety shall be liable and shall pay to the Department, the amount of such excess.

## FAILURE TO COMPLETE THE WORK ON TIME

If the Contractor fails to complete all of the work or sections of the Project, within the time specified in the Contract, the sum given in the schedule that follows will be deducted from any money due the Contractor. This deduction will be made, not as a penalty, but as fixed, agreed liquidation damages for inconvenience to the State and for reimbursing the Department the cost of the Administration of the Contract, including engineering and inspection. Should the amount of money otherwise due the Contractor be less than the amount of such liquidated damages, the Contractor and his Surety shall be liable to the State for such deficiency.

Permitting the Contractor to continue and finish the work after the time fixed for its completion, shall in no way obligate the State to waive any of its rights under the Contract.

When the final acceptance has been duly made by the Project Manager, any liquidated damage charges shall end.

The fixed, agreed, liquidated damages shall be assessed in accordance with the following schedule.

<u>ORIGINAL CONTRACT AMOUNT</u>	<u>AMOUNT OF LIQUIDATED DAMAGES</u> <u>PER WORKING DAY</u>
From more than:	to and including:
0.	25,000.                      \$ 200.00
25,000.	50,000.                      \$ 300.00
50,000.	100,000.                     \$ 400.00
100,000.	500,000.                    \$ 500.00

## **REQUESTS FOR PAYMENT**

The contractor may submit a weekly, bi-weekly, monthly, or yearly request for payment(s) to the Project Manager, by e-mail or postal mail, based on the work schedule as outlined within the Beach Cleaning Schedule and the Schedule of Values.

## **PROSECUTION OF WORK**

Upon starting the work within the 15 days set forth by this contract, the Contractor shall prosecute the work a minimum of 8 hours daily per working day until completion, excluding breakdowns or inclement weather. If the Contractor finds it impossible to start the work as stated above, he may make a written request to the Project Manager for an extension of time. Any such request shall be made prior to expiration of the allowable 15 days, and shall contain reasons which the Contractor believes will justify the granting of his request. In his request, the Contractor shall submit his proposed starting date.

## **CHANGES IN THE WORK**

The Project Manager may at any time, by a written order, and without notice to the Sureties, make changes in the Specifications and completion date of this contract and within the general scope thereof.

In making any change, the additional cost or credit for the change shall be determined as follows:

- The order shall stipulate the mutually agreed upon lump sum price which shall be added to or deducted from the contract price. The contractor shall furnish an itemized breakdown of the prices used in computing the value of any change that might be ordered.
- If the price change is an addition to the contract price and the work is performed by the general contractor and not a subcontractor, it shall include the contractor's indirect costs as follows: Workmen's Compensation and Employee Liability, Unemployment and Social Security Taxes.
- In addition to the above indirect costs, the general contractor shall be allowed a markup not to exceed ten percent (10%). Said ten percent (10%) shall be all inclusive for overhead, supervision, and profit. In addition to this, an allowance shall be made for performance and payment bond additional premium.
- If the price change is an addition to the contract price and involves the work of the general contractor and subcontractor, the general contractor would be allowed ten percent (10%) on that part of the work performed by him and five percent (5%) on that part of the work performed by the subcontractor. The same percentages shall apply to subcontractors.
- On any change which involves a net credit to the Owner, no allowance for overhead and profit shall be figured.

## INSURANCE REQUIREMENTS

**No operations under this contract shall commence unless and until certification of insurance attesting to the below listed requirements have been filed with the Commissioner, approved by the Attorney General, and the Contract approved by the Governor and Council and a Notice to Proceed is issued.**

Insurance requirements by paragraphs 1-4 below shall be the responsibility of the Prime Contractor. The Prime Contractor, at his discretion, may make similar requests of any subcontractor.

Following is the summary of minimum insurance requirements:

1. Workmen's Compensation Insurance: (In accordance with RSA 281-A.)
  - a. Employers' Liability
    - 1.) \$100,000 each accident
    - 2.) \$500,000 Disease-policy limit
    - 3.) \$100,000 Disease-each employee
  
2. Commercial General Liability Insurance: Occurrence Form Policy: Include full Contractual Liability (see Indemnification Clause 9)., Explosion, Collapse, and Underground coverage's:
  - a. Limits of Liability:
    - 1.) \$1,000,000 Each Occurrence Bodily injury & Property Damage.
    - 2.) \$2,000,000 General Aggregate-Include per Project Aggregate Endorsement.
    - 3.) \$2,000,000 Products/Completed Operations Aggregate.
    - 4.) The Department of Natural and Cultural Resources shall be named as an additional named insured.
  
3. Owner's Protective Liability coverage for the benefit of the State of New Hampshire Department of Natural and Cultural Resources.
  - a. Limits of Liability:
    - 1.) \$2,000,000 Each Occurrence
    - 2.) \$3,000,000 Aggregate
  
4. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
  - a. Limits of Liability:
    - 1.) \$1,000,000 Combined Single Limit for Bodily injury & Property Damage
  
5. Commercial Umbrella Liability
  - a. Limits of Liability:
    - 1.) \$1,000,000 Each Occurrence
    - 2.) 1,000,000 Aggregate

6. General Insurance Conditions
  - a. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than thirty (30) days or ten (10) in cases of non-payment of premium after written notice thereof has been received by the State.
  
7. Indemnification:
  - a. The Contractor shall indemnify, defend, and hold harmless the State of New Hampshire, its Agencies, and its agents and employees from and against any and all claims, liabilities, suits or penalties arising out of (or which may be claimed to arise out of) acts of omissions of the Contractor or subcontractors in the performance of work covered by the Contract. This covenant shall survive the termination of the Contract. 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 by the State.

**NOTE:**

In articles 1 - 14 of the General Conditions references to "the Project Manager" shall be understood to mean the Department Project Manager designated by the Planning and Development office of the New Hampshire DEPARTMENT OF NATURAL AND CULTURAL RESOURCES.



**Corporate Resolution**

I, \_\_\_\_\_, **hereby certify** that I am duly elected Clerk/Secretary/Officer  
of \_\_\_\_\_.  
(Name) (Name of Corporation)  
I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on \_\_\_\_\_, 20\_\_\_\_, at which a quorum of the directors/shareholders were present and voting.

**Voted:** That \_\_\_\_\_ (may list more than one person) is duly  
(P-37 Form Contract Signatory, Name and Title)

authorized to enter into contracts or agreements on behalf of  
\_\_\_\_\_  
(Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect the purpose of this vote.

**I hereby certify** that said vote has not been amended of repealed and remains in full force and effect as the date of the contract to which this certificate is attached. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
(Name & Title) Not the P-37 Signatory

**Corporate Bylaws**

I, \_\_\_\_\_, **hereby certify** that I am duly elected Clerk/Secretary/Officer  
of \_\_\_\_\_.  
*(Name)*  
*(Name of Corporation)* I hereby certify the following is a true copy of the current  
Bylaws or Articles of Incorporation of Corporation and that the Bylaws or Articles of  
Incorporation authorize the following officers or positions to bind the Corporation for contractual  
obligations \_\_\_\_\_.  
*(List officer titles or position)*

I further certify that the following individuals currently hold the office or positions  
authorized: \_\_\_\_\_.  
*(List individuals holding positions authorized)*

I hereby certify that it is understood that the State of New Hampshire will rely on this  
certificate as evidence the person listed above currently occupies the position indicated and they  
have full authority to bind the corporation. This authority **shall remain valid for thirty (30)**  
days from the date of this certificate.

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
*(Name & Title)*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, before me \_\_\_\_\_ the undersigned officer personally  
appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is  
subscribed to the within instrument and acknowledged that he/she executed the same for purposes therein  
contained. In witness whereof, I hereunto set me hand and official seal:

\_\_\_\_\_  
Justice of the Peace / Notary Public

My Commission Expires:

**Limited Partnership or LLC Certificate of Authority**

I, \_\_\_\_\_, hereby certify that I am a Partner, Member or Manager  
(Name)  
of \_\_\_\_\_ a limited liability partnership under RSA 304-B, a limited  
(Name of Partnership or LLC)  
liability professional partnership under RSA 304-D, or a limited liability company under  
RSA 304-C.

I certify that \_\_\_\_\_ is authorized to bind the partnership or LLC. I  
(P-37 Signatory)\*

further certify that it is understood that the State of New Hampshire will rely on this  
certificate as evidence that the person listed above currently occupies the position indicated  
and that they have full authority to bind the partnership or LLC and that this authorization  
**shall remain valid for thirty (30) days** from the date of this Corporate Resolution

**DATE:** \_\_\_\_\_ **ATTEST:** \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, before me \_\_\_\_\_, the undersigned officer  
personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person  
whose name is subscribed to the within instrument and acknowledged that he/she executed the same for  
purposes therein contained. In witness whereof, I hereunto set me hand and official seal:

\_\_\_\_\_  
Justice of the Peace / Notary Public

My Commission Expires:

\* **Note:** The signatory to this Certificate of Authority and the signatory to the P-37 may not be  
the same individual.

**Certificate of Authority # 4**

*(General partnership)*

**Partnership Certification of Authority**

I, \_\_\_\_\_, hereby certify that I am the General Partner  
*(Name)*  
of \_\_\_\_\_ a general partnership under RSA 304-A.  
*(Name of Partnership)*

I certify that I am authorized to bind the partnership.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership and the authority has not expired or been revoked. This authority **shall remain valid for thirty (30) days** from the date of this Corporate Resolution

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
*(Name & Title)*

**Certificate of Authority # 5**

*(Sole Proprietor)*

**Sole Proprietor Certification of Authority**

I, \_\_\_\_\_, hereby certify that I am the Sole Proprietor  
*(Name)*  
of \_\_\_\_\_ which is a tradename registered with the Secretary of State  
*(Name of Business)*

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
*(Name & Title)*

**Certificate of Authority # 6**

*(Limited Partnership or LLC- Corporate General Partner  
or Manager)*

**Corporate Resolution**

I, \_\_\_\_\_, hereby certify that I am duly elected Clerk/Secretary of  
*(Name)*  
\_\_\_\_\_. I hereby certify the following is a true copy of a vote taken at a  
*(Name of Corporation)*  
meeting of the Board of Directors/shareholders, duly called and held on \_\_\_\_\_, 20\_\_,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That \_\_\_\_\_ is duly authorized to enter a  
*(Name and Title)*  
contract on behalf of \_\_\_\_\_ which is the general  
*(Name of Corporation)*  
partner of \_\_\_\_\_ a limited partnership,  
*(Name of Limited Partnership)*  
with the \_\_\_\_\_, State of New Hampshire and  
*(Name of State Agency)*  
further is authorized to execute any documents which may in his/her  
judgment be desirable or necessary to effect the purpose of this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full  
force and effect as of the \_\_\_\_\_, 20\_\_. I further certify that it is understood that the  
State of New Hampshire will rely on this certificate as evidence that the person listed above  
currently occupies the position indicated and that they have full authority to bind the  
corporation and that the corporation as the general partner has full authority to bind the  
limited partnership to the specific contract indicated. This authority **shall remain valid for  
thirty (30) days** from the date of this Corporate Resolution.

**DATED:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
*(Name & Title)*



**BUSINESS NAME/ADDRESS LOCATION**

Legal Entity Name: \_\_\_\_\_

Doing Business As Name: \_\_\_\_\_

Payment Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_ FAX #: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Website: \_\_\_\_\_ E-Mail (Main Office): \_\_\_\_\_

Electronic Payment Option: Please contact Treasury at [ACHProcessing@treasury.nh.gov](mailto:ACHProcessing@treasury.nh.gov) or visit their website at [Department of Treasury](http://Department of Treasury) for further information on this option. Registration as a vendor must be completed prior to contacting.

**TYPE OF BUSINESS**

(Note: Registration with the NH Secretary of State MUST be done prior to the awarding of any contracts) [Secretary of State Corporate Division Registration](http://Secretary of State Corporate Division Registration) (603) 271-3244

Registered with NH Secretary of State? YES \_\_\_ NO \_\_\_ State Incorporated In: \_\_\_\_\_

DUNS #: \_\_\_\_\_

Select the appropriate designations for your Entity:

Minority Institutions	<input type="checkbox"/>	Minority Owned Large Business	<input type="checkbox"/>	Minority Owned Small Business	<input type="checkbox"/>
Disabled Veteran Business	<input type="checkbox"/>	Svs Disabled Veteran Owned	<input type="checkbox"/>	Veteran Owned Small Business	<input type="checkbox"/>
Physically Challenged Bus	<input type="checkbox"/>	SBA Cert Fin Disadvantaged Bus	<input type="checkbox"/>	SBA Cert Hist Underutilized Bus	<input type="checkbox"/>
Historically Black Colleges	<input type="checkbox"/>	Women Owned Sm Bus	<input type="checkbox"/>	Women Owned Large Businesses	<input type="checkbox"/>
Small Business	<input type="checkbox"/>	SBA Cert Sm Disadvantaged Bus	<input type="checkbox"/>		

**SIGNATURE BLOCK**

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (print or type): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**RETURN ADDRESS**

(Phone) 603-271-2201  
(Fax) 603-271-2700  
[prch.web@das.nh.gov](mailto:prch.web@das.nh.gov)  
<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX, ROOM 102  
25 CAPITOL STREET  
CONCORD NH 03301-6398



### STATE OF NEW HAMPSHIRE ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 24% withholding on each payment made to you. To avoid this 24% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

Legal Entity Name: \_\_\_\_\_

Doing Business As Name: \_\_\_\_\_

Payment Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

Business Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Cell Phone #: \_\_\_\_\_ FAX #: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Website: \_\_\_\_\_ E-Mail (Main Office): \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return

Social Security # (SSN): \_\_\_\_\_ Fed ID # (EIN/FIN): \_\_\_\_\_

#### PRINCIPAL ACTIVITY

Service Provider       Product/Merchandise Provider       Other Provider

List the principal type of service, product or other that is provided: \_\_\_\_\_

Medical/Health Care Services       Legal Services       1099 Grant Reportable

DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

Individual/Sole-Proprietor       Corporation (S)       Government  
 Single Member LLC  
 LLC (C Corporation)       Corporation (C)       Travel/Intern  
 LLC (S Corporation)       Partnership       Refund/Reimbursement  
 LLC (P Partnership)       Estate or Trust       Tax-Exempt

EXEMPTIONS: \_\_\_\_\_ Exemption from FATCA reporting: \_\_\_\_\_

*Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.*

NAME & TITLE (print or type): \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_ CELL PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

E-Mail (Main Office): \_\_\_\_\_ Website: \_\_\_\_\_

PLEASE RETURN WHEN COMPLETED TO:  
Email: PRCH.WEB@DAS.NH.GOV  
(Phone) 603-271-2201  
(FAX) 603-271-2700  
<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES  
BUREAU OF PURCHASE & PROPERTY  
STATE HOUSE ANNEX – ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301



## **PURPOSE**

The purpose of this request for bids (RFB) is to establish a 2 year seasonal contract for nightly beach raking services at Hampton Beach State Park which covers approximately 2 ½ miles of beach front, in accordance with the requirements of this RFB and the resulting contract. The Purpose of the beach rake is to remove surface debris & trash left on the beach by the public and washed on to the beach by wave action. The beach rake also aerates and removes debris in the soil to a depth of ~4" to 6". The beach shall be raked nightly according to the schedule regardless of whether or not there is any visible surface debris.

## **CLEANING AREA**

The area of coverage is from the southern most jetty at Hampton Beach State Park, north to Boars Head. Please note: The beach cleaning area each night varies depending on the tide level.

## **SCOPE OF SERVICES**

1. The Primary Contractor shall supply one tractor, (at a minimum of 75 PTO HP 4X4) and operator(s) to pull the State owned Barber surf rake (s) to clean the beach.
  - A. Tractor shall be a minimum of 75 PTO horsepower 4-wheel drive agricultural type tractor with 30" rear wheels. Tractor shall be equipped with a 540 RPM rear PTO, 3-point hitch and up to 3 remote hydraulic valves with raise, hold, and float positions.
  - B. In the event that the tractor brakes down the primary contractor shall repair the tractor within eight (8) hours or otherwise provide a replacement tractor at his expense so as not to delay the beach cleaning operation.
  - C. If the Primary Contractor fails to make the scheduled nightly beach cleanings he shall be subjected to damages as per the "Schedule of Values", unless otherwise agreed upon mutually by the Seacoast Regional Supervisor and the Project Manager.
2. The State will supply the following:
  - A. 2018 600HD, weight 4300 Lbs. Primary
  - B. 2012 600HD, weight 4300 Lbs. (Secondary)
  - C. Dumpsters (2) 30 yard open top.
  - D. The State will provide Diesel fuel for the tractor only.
3. The Contractor will be responsible for daily inspection and upkeep of each surf rake that is used, such as cleaning, greasing, checking fluids, making adjustments etc. The State will provide oil/grease and retain a supply inventory for minor repairs. All major repairs will be performed by the State, or at the discretion of the Project Manager by the contractor.
  - A. The cost to repair any damages to State Property including the Barber Surf Rake, resulting from damages by the contractor, or sub-contractors shall be the responsibility of the contractor. The cost for repairs shall be:
    1. Deducted from the contract amount owed. Or
    2. Repaired by and Paid for entirely by the Contractor, to the Satisfaction of the Project Manager. Or
    3. A property damage claim is filed by the State with the Contractor's insurer.

- B. Contractor shall rotate the weekly or bi-weekly use of each of the 2 Surf Rakes. Coordinate the rotation of the equipment with the State Park Plant Maintenance Engineer, Mr. Brian Parise.
4. Barber Surf Rake Manufacturer's Representative: The Contractor shall schedule a meeting at least two weeks in advance of beginning the work with H. Barber & Sons Representative, State Park Maintenance Staff and the Project Manager at Hampton Beach State Park Maintenance Garage.
  5. Contractor is to provide DEF (Diesel Exhaust Fluid) for their tractor's use.
  6. The Contractor must report all fuel consumption. The State will provide a log sheet.
  7. Communication must be made through the Seacoast Regional Manager Mrs. Meredith Collins Tel No. (603) 227-8715 cell (603) 573-6657 for all maintenance issues.
  8. The State will give the Contractor notice within 8-12 hours if unhooking surf rake(s) from Contractor's vehicle(s) is necessary. The State will provide reasonable accommodations for the contractor's equipment when not in use.
  9. The State will provide a communication log to be used by both the Contractor and the State. The log will be located in the maintenance garage.
  10. The State will notify the Contractor when to rake during Piper Plover Breeding time. A copy of the Memorandum of Agreement (MOA) regarding the Piper Plovers will be sent to the Contractor once a contract is in place.
  11. The Contractor is to dump all debris as collected by the surf rake in to the dumpsters which will be provided by the State and located adjacent to the state Park Entrance. The State will arrange for dumpster pickup by the States disposal services Contractor as required.
  12. Tractors cannot be on the beach earlier than 10:00 p.m. unless prior arrangement is made with the Regional Supervisor. The estimated beach raking time is 8-10 hours per night. BEACH MUST BE CHECKED FOR PEOPLE PRIOR TO TRACTOR(S) ENTERING THE BEACH.
  13. In order to maximize the amount of beach area cleaned; in the event of an outgoing tide the Contractor shall begin work at the highest beach level possible and work the entire length of the beach and progress towards the water line as close as possible. In cases where the contractor starts the work while an incoming tide, the contractor shall begin work at the lowest beach level possible and work the entire length of the beach progressing up to the highest elevation possible.

#### **BASIS OF PAYMENT**

1. The Contractor shall submit a invoice for each night of work completed specifying which nights the beach was raked. The Contractor may submit invoice weekly, bi-weekly, monthly, or yearly.
2. The Project Manager with input from the State Park Staff at Hampton Beach will certify that the Beach was Raked for the entire 8-10 Hour duration. If the contractor leaves the work site early and fails to rake the entire beach for any given night, the contractor's request for payment will be reduced by either the total number of hours they failed to perform the work, ½ the nightly rate, or the entire nightly rate subject to the Project Manager's discretion.

**BEACH CLEANING SCHEDULE (RAIN OR SHINE)**

Beach cleaning is to be performed as indicated below. The regional Manager Mrs. Meredith Collins may change the schedule, if needed:

**FY2024 = Total Cleaning Nights 46**

May 4, 2022 – May 24, 2022    3 times a week    (9) Nights  
 May 25, 2024 – May 27, 2024    Each night    (3) Night (Memorial Day Weekend 2024)  
 May 28, 2022 – June 30, 2024    Every Night    (34) Nights

**FY2025 = Total Cleaning Nights 138**

July 1, 2024 – Sept 30, 2024    Every night    (92) Nights  
 May 8, 2025 – May 23, 2025    3 times a week    (9) Nights  
 May 24, 2025 – May 26, 2025    Each night    (3) Nights (Memorial Day Weekend 2025)  
 May 27, 2025—June 30, 2025    Every Night    (35) Nights

**FY2026 = Total Cleaning Nights 92**

July 1, 2025 – Sept 30, 2025    Every night    (92) Nights

**WASTE MANAGEMENT INFORMATION FOR BIDDERS**

The Table below summarizes the waste generated for 2013 thru 2021 from the previous Beach Cleaning contracts. This information is being provided for reference only.

Date	Waste in Tons.							
	2013	2015	2106	2017	2018	2019	2020	2021
April					4.34			
May	8.12	21.73	15.54	9.99	19.22	9.81		
June	22.38	26.66	24.01	40.17	57.32	8.21	7.23	7.27
July	35.22	49.45	22.22	7.01	47.15	24.51	14.64	11.91
August	25.93	36.96	43.28	18.48	46.16	7.24	11.52	17.85
September	15.26	22.33	55.03	22.53	46.60	8.31	18.51	
October					18.44	19.90	10.23	
Total	106.91	157.13	160.08	98.18	239.23	77.98		

**WETLANDS PERMIT NOT REQUIRED:**

NEW HAMPSHIRE CODE OF ADMINISTRATIVE RULES

CHAPTER Enc-Wt 600 COASTAL LANDS AND TIDAL WATERS/WETLANDS

PART Env-Wt 608 TIDAL BEACH MAINTENANCE AND STABILIZATION

Env-Wt 608.01 Maintenance and Stabilization Activities on Public Tidal Beaches.

- (a) Removal of seaweed, algae, or other debris (beach debris) from public tidal beaches shall not require a permit under RSA 482-A:3, provided:
  - (1) All work is done:
    - a. By the state or local agency responsible for maintaining the public beach, or its authorized agent, not by private land owners;
    - b. Between April 15 and October 15; and
    - c. Using the technique most appropriate for the work that will have the least environmental impact;
  - (2) No work is done in standing or flowing water;
  - (3) No work is done within 10 feet of sand dunes or salt marshes, unless work is in a legally existing developed area;
  - (4) Disturbance and removal of sand or other beach substrate is minimized to the maximum extent practicable;
  - (5) Front-end bucket loaders are only used:
    - a. To collect beach debris if no other practicable means exist; and
    - b. To transport beach debris collected by other means;
  - (6) The state or local agency responsible for maintaining the beach consults with NHF&G to avoid and minimize potential impacts to piping plovers and their habitat; and
  - (7) If the agency responsible for maintaining the beach intends to use equipment to remove sand or other beach substrate, the agency provides written notification to the department, which may be via email, in advance of the work by providing the following information:
    - a. The date(s) and location of the work;
    - b. The estimated volume of material to be removed;
    - c. The method by which the material will be removed; and
    - d. The location where the material will be disposed.

- (b) The use of motorized equipment and machinery to regrade and recontour public tidal beaches as necessary to maintain the integrity of seawalls by the NH DNCR, NHDOT, or the authorized agent(s) of either agency, shall not require a permit under RSA 482-A:3 provided:
- (1) No work is done in standing or flowing water:
  - (2) Wash-outs of materials to adjacent tidal wetlands, waters, or to adjacent properties is prevented;
  - (3) No work is done within 10 feet of dunes or salt marshes, unless work is in a legally-existing developed area;
  - (4) The removal of sand or other beach substrate from the beach is minimized to the maximum extent practicable; and
  - (5) Prior to commencing the work, the agency responsible for the work provides written notice to the department, which may be via email, by providing the following information:
    - a. The date(s) and location of the work; and
    - b. The methods and equipment to be used to perform the work.