

**RFP TEMPLATE PUBLISHED BY DEPARTMENT OF JUSTICE AND  
DEPARTMENT OF ADMINISTRATIVE SERVICES**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY  
LANDSCAPE AND MAINTENANCE SERVICES**

**RFP NHES 2022-05**

**Section 1 – Overview and Schedule**

**A. Executive Summary**

New Hampshire Employment Security (“NHES” or the “Department”) is seeking proposals from qualified vendors to provide landscape and maintenance services for up to seven (7) locations statewide:

- 1) 151 Pleasant Street, Berlin NH 03570
- 2) 404 Washington Street, Claremont NH 03743
- 3) 518 White Mountain Highway, Conway NH 03818
- 4) 6 Townsend West, Nashua NH 03063
- 5) 2000 Lafayette Road, Portsmouth NH 03801
- 6) 29 South Broadway, Salem NH 03079
- 7) 6 Marsh Brook Road, Somersworth NH 03878

**B. Schedule**

The following table provides a Schedule of Events for this RFP through contract finalization and approval. The Agency reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum.

<b>EVENT</b>	<b>DATE</b>	<b>LOCAL TIME</b>
RFP Released to Proposers (Advertisement)	5/26/2022	
Proposer Inquiry Period Ends	5/31/2022	5 PM
Final Agency Responses to Proposer Inquiries	6/3/2022	5:00 PM
Proposers Submit Proposals	6/10/2022	4:30 PM
Estimate Timeframe for Proposer Oral Presentations and Interviews (if applicable)		TBD
Estimated Notification of Selection and Begin Contract Negotiations		TBD

RFP and related materials will be posted to the following websites:  
<http://www.nhes.nh.gov/media/requests-for-bids.htm>  
[https://das.nh.gov/purchasing/bids\\_posteddte.asp?sort=PostedDate%20DESC](https://das.nh.gov/purchasing/bids_posteddte.asp?sort=PostedDate%20DESC)

## **Section 2 - Description of Agency/Program Issuing the Request for Proposals**

NHES provides unemployment compensation and reemployment services to the public at various locations throughout New Hampshire. NHES is soliciting proposals from qualified vendors to provide landscape and maintenance services at up to seven (7) of its locations. Qualified respondents may submit a proposal for one, multiple, or all locations.

## **Section 3 – Proposed Scope of Work**

This section identifies specific services, products, materials, labor, tools, equipment and/or transportation necessary to provide all phases of landscaping and maintenance required at NH Employment Security facilities as listed in Section 1.

In all locations, Contractor will provide landscaping services, including all phases of tree, shrub and lawn care to include weekly mowing, edging, weeding around bushes and other plantings, and raking grass.

- Lawn care will include lawn mowing of all grassed areas at least once a week, trim edging, weeding around bushes, walkways and other plantings. Lawn will be kept free of leaves, clippings and other debris. Raked material will be disposed of properly. No grass clippings, trimmings and debris will be swept, raked or dumped into storm drains or dumpster.
- In addition to landscaping duties described above, Contractor selected for Claremont location will maintain hillside behind the building once monthly to ensure brush is always kept to a minimum. The hillside is too steep to mow and will be weed whacked/trimmed back from June through October. Contractor will inspect parking lot, lawn, bank on North and East side of property, and wooded area to assure that it is kept clean and free of debris. Contractor will rake all areas including banking in autumn and clean up each spring. Contractor will clear dead limbs and sprouting bushes from wooded area monthly or as needed.
- In addition to landscaping duties described above, Contractor selected for Conway location will maintain the hillside on the left side of the building leading down to the Saco River once monthly to ensure brush is kept to a minimum. Hillside is too steep to mow and will be weed whacked/trimmed back from June through October.
- In addition to landscaping duties described above, Contractor selected for Nashua location will ensure that the cofferdam spillway and retention ponds are cut back and free of debris.

- In addition to landscaping duties described above, Contractor selected for Portsmouth location will maintain the bank on the south side of the Portsmouth property between the wooded area and Route 1, and specifically, will rake and clean the area during the spring and fall, and as needed. Contractor will review landscaping area and parking lot for debris, and properly dispose of debris and ensure that the drainage area in Portsmouth, across the parking lot from the main entrance, is free of debris at all times.
- Contractor will apply lime to lawn in spring and fall, as soil conditions require.
- PLANTING: Plantings to replace shrubs, trees, and flowers will be completed as requested. NHES will be billed Contractor's cost for plantings. Cost of replacement or additional repairs will be invoiced in the month work was done. Estimates for repair/replacement work will be approved by NHES prior to work being done.
- Contractor will perform diagnostic services to grass areas, to soil around base of birches, firs, maples, young trees and shrubs, to determine fertilizing needs. Contractor will apply fertilizer as necessary based upon diagnostic services.
- Contractor will prune all shrubs to maintain size, shape, and structure annually.
- Contractor will refresh the stone each spring as necessary to clean-up beds around office.
- Contractor will perform lawn care, including watering, to prevent browning or burning of landscape.
- Contractor will bark mulch flower and shrub beds in springtime only.
- Contractor will refresh mulched areas to proper levels utilizing an ant and bug resistant mulch.
- Contractor will weed mulched, fenced, bank and stone bed areas.
- Contractor will clean up storm damage or any debris created by minor construction.
- Contractor will clean dead limbs and sprouting bushes from wooded areas, preventing wooded area from encroaching landscaped areas monthly or as needed.

Safety and protection of NHES personnel and property is of utmost concern. All work will be conducted to interfere as little as possible with NHES business. Contractor will, at its expense wherever necessary or required, furnish safety devices and take necessary precautions to protect life and property.

Work performed will be compliant with existing State and Federal safety regulations and standards including, but not limited to, OSHA and US Department of Labor regulations, to ensure safety of the Contractor's workers, NHES staff and the general public.

Upon contract award, and prior to performance of any service, Contractor must provide copies of Material Safety Data Sheets (MSDS) for all chemicals/materials that will be used at NHES locations to NHES Project Manager, Jesse Propri, [Jessi.B.Propri@nhes.nh.gov](mailto:Jessi.B.Propri@nhes.nh.gov), (603) 228-4027. Jessi Propri will be the day-to-day point of contact for work performed under the contract(s).

## **Section 4 – Process for Submitting a Proposal**

### **A. Proposal Submission, Deadline, and Location Instructions**

Proposals submitted in response to this RFP must be received by NHES, no later than the time and date specified in the Schedule section, herein. Physical copies of Proposals must be submitted by U.S. Mail, Delivery Service, or In Person. Proposals must be addressed to:

**State of New Hampshire**  
**Department of Employment Security**  
*c/o Erik Bal, Counsel*  
**45 South Fruit Street**  
**Concord, NH 03301**

Proposals must be clearly marked as follows:

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF EMPLOYMENT SECURITY**  
**RESPONSE TO RFP NHES 2022-05**  
**LANDSCAPE AND MAINTENANCE SERVICES**

Additionally, an electronic copy of the Proposal must be submitted by email to:

**Erik Bal, Counsel:** [Erik.P.Bal@nhes.nh.gov](mailto:Erik.P.Bal@nhes.nh.gov)

Unless waived as a non-material deviation in accordance with Section 6B, late submissions will not be accepted and will be returned to the proposers unopened. Delivery of the Proposals shall be at the Proposer's expense. The time of receipt shall be considered when a Proposal has been officially documented by the Agency, in accordance with its established policies, as having been received at the location designated above. The Agency accepts no responsibility for mislabeled mail or mail that is not delivered or undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility.

All Proposals submitted in response to this RFP must consist of at least:

- a) One (1) original and Two (2) clearly identified copies of the Proposal, including all required attachments; **and**
- b) One electronic copy of the Proposal, including all required attachments.

Proposers who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

## **B. Proposal Inquiries**

All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, shall be submitted via email to the following RFP designated Points of Contact:

TO: Erik.P.Bal@nhes.nh.gov

CC: Karen.A.Levchuk@nhes.nh.gov

Inquiries must be received by the Agency's RFP Points of Contact no later than the conclusion of the Proposer Inquiry Period (see Schedule of Events section, herein). Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

The Agency intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule section, herein; however, this date is subject to change at the Agency's discretion. The Agency may consolidate and/or paraphrase questions for sufficiency and clarity. The Agency may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the Agency. Official responses by the Agency will be made only in writing by the process described above. Vendors shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

## **C. Restriction of Contact with Agency Employees**

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication with personnel employed by or under contract with the Agency regarding this RFP is forbidden unless first approved by the RFP Points of Contact listed in the Proposal Inquiries section, herein. Agency employees have been directed not to hold conferences and/or discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Points of Contact. Proposers may be disqualified for violating this restriction on communications.

## D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Schedule of Events, or until the Effective Date of any resulting Contract, whichever is later.

## SECTION 5 - Content and Requirements for a Proposal

Proposals shall follow the below format and provide the required information set forth below:

1. Company Background/Qualifications – Provide the number of years in business and number of years providing services similar to those requested in this RFP. Reference Attachment A.
2. References – Provide three references who can speak to the Proposer’s performance of services similar or identical to those requested in this RFP. Reference Attachment A.
3. Cost Proposal – Attachment B contains the necessary cost proposal elements required under this RFP.

## SECTION 6 – Evaluation of Proposals

### A. Criteria for Evaluation and Scoring

Each responsive Proposal will be evaluated and considered with regard to the following criteria:

The Agency will use a scoring scale of 100 points, a maximum of 70 points awarded based on the Price Proposal, a maximum of 30 points awarded for the Technical Proposal, which will be distributed as set forth in the table below.

CATEGORIES	POINTS
<b>TECHNICAL PROPOSAL</b> with the following potential maximum scores for each Technical Proposal category;	<b>30</b>
1. Relevant Experience/Overall Qualifications	10
2. Three-year pricing proposal incentive	5
2. References from clients for whom similar services have been performed	15
<b>PRICE PROPOSAL POTENTIAL MAXIMUM POINTS</b>	<b>70</b>
<b>TOTAL POTENTIAL MAXIMUM POINTS AWARDED</b>	<b>100</b>

The Agency will select a Proposer based upon the criteria and standards contained in this RFP and from applying the weighting in this section. Oral interviews and reference checks, to the extent they are utilized by the Agency, will be used to refine and finalize scores.

If the Agency, determines to make an award based on these evaluations, the Agency will notify the selected Proposer(s). Should the Agency be unable to reach agreement with the selected Proposer(s) during Contract discussions, the Agency may then undertake Contract discussions with the next preferred Proposer and so on, or the Agency may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

## **B. Planned Evaluations**

The Agency plans to use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Preliminary evaluation of the Proposals;
- Oral interviews and Product Demonstrations (if necessary);
- Final Evaluation of Technical Proposals and scoring;
- Final Evaluation of [other categories] and scoring (If Applicable);
- Review of Price Proposals and final scoring;
- Best and Final Offer (BAFO) if appropriate; and
- Select the highest scoring Proposer (s) and begin contract negotiation.

## **C. Initial Screening**

The Agency will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in the RFP and the minimum content set forth in Section 5 of this RFP. The Agency may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

## **D. Preliminary Technical Scoring of Proposals**

The Agency will establish an evaluation team to initially score the Technical Proposals. This evaluation team will review the technical proposals and give a preliminary score to the technical proposals under the guidelines set forth in Section 6.

## **E. Oral Interviews and Product Demonstrations**

If the Agency determines that it is appropriate, proposers may be invited to oral interviews and/or product demonstrations including demonstrations of any proposed automated systems or technology components. The Agency retains the sole discretion to determine whether to conduct oral interviews, with which proposers; and the number of interviews. Proposers are advised that the Agency may decide to conduct interviews with less than all responsive proposers.

The purpose of oral interviews and product demonstrations is to clarify and expound upon information provided in the written Proposals. Proposers are prohibited from altering the basic

substance of their Proposals during the oral interviews and product demonstrations. The Agency may ask the Proposer to provide written clarifications of elements in their Technical Proposal regardless of whether it intends to conduct Oral Interviews.

Information gained from oral interviews and product demonstrations will be used to refine technical review scores assigned from the initial review of the Proposals.

## **F. Final Technical Scoring of Proposals**

Following Oral Interviews, Product Demonstrations, Reference Checks (if appropriate) and/or review of written clarifications of proposals requested by the Agency, the evaluation team will determine a final score for each Technical Proposal.

## **G. Price Proposal Review**

Price proposals will be reviewed upon completion of the final technical scoring of proposals. The Proposer's Price Proposal will be allocated a maximum potential score of 70 points. Proposers are advised that this **is not a low bid award** and that the scoring of the price proposal will be combined with the scoring of the technical proposal to determine the overall highest scoring Proposer.

The following formula will be used to assign points for costs:

$$\text{Proposer's Price Score} = (\text{Lowest Proposed Price} / \text{Proposer's Proposed Price}) \times \text{Number of Points for Score}$$

For the purpose of use of this formula, the lowest proposed price is defined as the lowest price proposed by a Proposer.

## **H. No Best and Final Offer**

The Proposal should be submitted initially on the most favorable terms which the proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

## **I. Final Selection**

The Agency will conduct a final selection based on the final evaluation of the initial proposals or, if requested, as a result of the Best and Final Offer and begin contract negotiations with the selected Proposer(s).

## **J. Rights of the Agency in Accepting and Evaluating Proposals**

The Agency reserves the right to:



- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the Agency's view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if the Agency is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

## **SECTION 7 – Terms and Conditions Related To The RFP Process**

### **A. RFP Addendum**

The Agency reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the Agency, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

### **B. Non-Collusion**

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Work quoted have been established without collusion with other Proposers and without effort to preclude the Agency from obtaining the best possible competitive Proposal.

### **C. Property of the Agency**

All material received in response to this RFP shall become the property of the State and will not be returned to the proposer. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

### **D. Confidentiality of a Proposal**

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the Agency will be grounds for disqualification.

### **E. Public Disclosure**

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the Agency will post the number of responses received with no further information. No later than five (5) business days prior to

submission of a contract to the Department of Administrative Services pursuant to this RFP, the Agency will post the name, rank or score of each proposer. In the event that the contract does not require Governor & Executive Council approval, the Agency shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract.

The content of each Proposer's Proposal shall become public information upon the award of any resulting Contract. Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). However, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL". A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The Agency will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The Agency will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the Agency to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the Agency will notify the Proposer of the request and of the date the Agency plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the Agency may release the requested information on the date specified in the Agency's notice without any liability to the Proposers.

## **F. Non-Commitment**

Notwithstanding any other provision of this RFP, this RFP does not commit the Agency to award a Contract. The Agency reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

## **G. Proposal Preparation Cost**

By submitting a Proposal, a Proposer agrees that in no event shall the Agency be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in

connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

## **H. Ethical Requirements**

From the time this RFP is published until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any bidder that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any bidder who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such bidder shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A bidder that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the department of administrative services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

## **I. Challenges on Form or Process of the RFP**

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the Agency at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the agency's authority to conduct this procurement and the form and procedures of this RFP.

## **Section 8 – Contract Terms and Award**

### **A. Non-Exclusive Contract**

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

### **B. Award**

If the State decides to award a contract as a result of this RFP process, any award is contingent upon approval of the Contract by Governor and Executive Council of the State of New Hampshire and upon continued appropriation of funding for the contract.

### **C. Standard Contract Terms**

The Agency will require the successful bidder to execute a Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire which is attached as Appendix A.

The Term of the Contract will be for either one (1) or (3) years from the date of approval. Preference in scoring will be given to vendors who submit a three-year proposal. The contract term may be extended by an additional term of 3 years at the sole option of the State, subject to the parties' prior written agreement on terms and applicable fees for each extended term, contingent upon satisfactory vendor performance, continued funding and Governor and Executive Council approval.

To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The Agency will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the Agency accepts a Proposer's exception the Agency will, at the conclusion of the inquiry period, provide notice to all potential proposers of the exceptions which have been accepted and indicate that exception is available to all potential proposers. Any exceptions to the standard form contract that are not raised during the proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

### **D. Special Terms To Be Included In A Contract Resulting From This RFP**

#### **TERMINATION**

Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least sixty (60) days prior to effective date of termination.

#### **CONFIDENTIALITY AND CRIMINAL RECORD**

Contractor and each of its employees working on NHES property will be required to sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work. There is a fee for each background check required, which must be paid by the Contractor.

#### **NH CERTIFICATE OF GOOD STANDING**

Contractor must provide a **CERTIFICATE OF GOOD STANDING** from the NH Secretary of State.

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

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

### **DAVIS-BACON ACT (if applicable)**

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and sub-contractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

### **AMERICANS WITH DISABILITIES ACT**

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

### **DAMAGE (if applicable)**

Contractor will agree that any damage to building(s), materials, equipment and/or other property during the performance of service will be repaired at Contractor's expense. Contractor agrees to return all building(s), materials, equipment and/or property to its original or better condition and with acceptance by a representative of NHES. Contractor agrees to obtain approval of NHES representative assigned to project for any sub-contractor performing such repair work.

### **PAYMENT BOND/MILLER ACT (if applicable)**

Contractor agrees to comply with The Miller Act bond requirement and NH RSA 447:16. A payment bond, with surety satisfactory for protection of all persons supplying labor and materials in carrying out construction, alteration, or repair work provided for in the contract may be required. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract determines, in writing, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A Payment Bond is required for contracts \$30,000 or greater. A Performance Bond is required for contracts totaling \$100,000 or greater.

## **NON-DISCRIMINATION**

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

## **VENDOR APPLICATION/ALTERNATE W-9**

In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.

## **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)**

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

## **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable)**

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (if applicable)**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**BYRD ANTI-LOBBYING AMENDMENT (if applicable)**

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

**NEVER CONTRACT WITH THE ENEMY**

Pursuant to 2 CFR 183.300, none of the funds received under contract with NHES shall be provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT**

Pursuant to 2 CFR 200.216, none of the funds received under contract with NHES shall be used to procure or obtain equipment, services, or systems that use(s) covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

**STEVENS AMENDMENT**

This contract with NHES may be supported in part or in whole by the Employment and Training Administration (ETA) of the United States Department of Labor (USDOL) as part of awards received.

**ATTACHMENT A  
RFP NHES 2022-XX**

**COMPANY INFORMATION**

**PLEASE RETURN THIS COMPLETED PAGE FOR EACH PROPOSED LOCATION**

**YEARS IN BUSINESS:**

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**YEARS PROVIDING SERVICES SIMILAR TO THOSE REQUESTED IN THIS RFP:**

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**REFERENCES:** List Name, Email, Address, Telephone # of three (3) Customer/Client References.


**PROPOSED SUBCONTRACTORS:** Please give Name, Email, Address, Telephone # of potential sub-contractors and indicate whether all costs for subcontracted services are included in your proposal.




**ATTACHMENT B  
RFP NHES 2022-XX**

**COST PROPOSAL PAGE**

**PLEASE RETURN THIS COMPLETED PAGE FOR EACH PROPOSED LOCATION**

Proposals will be accepted for a single location or multiple locations. **You must submit a separate completed copy of this cost proposal page in connection with each location for which you are submitting a proposal.**

The undersigned hereby proposes to provide landscaping and lawn maintenance services to New Hampshire Employment Security (NHES), and agrees to perform in accordance with the terms and specifications set forth in the RFP, for an itemized monthly amount based on a six-month work period per year beginning in May and terminating in October.

Landscaping Services are provided May through October.

<b>NHES LOCATION:</b>			
<b>MONTH</b>	<b>YEAR ONE</b>	<b>YEAR TWO</b>	<b>YEAR THREE</b>
May	\$	\$	\$
June	\$	\$	\$
July	\$	\$	\$
August	\$	\$	\$
September	\$	\$	\$
October	\$	\$	\$
<b>TOTALS PER YEAR</b>	\$	\$	\$
<b>GRAND TOTAL</b>	\$		

Respondent/Bidder (Company) Name:	
Signature of Company Representative:	
Name and Title of Company Representative:	
Address:	
E-mail Address:	Telephone Number: