REQUEST FOR BIDS

2011-03

Demolition Work - Portsmouth

June 10, 2011

Issued by:

NH Liquor Commission

New Hampshire

Liquor Commission

PO Box 503, Concord, NH 03302

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TABLE 1: SCHEDULE OF EVENTS

The following table sets forth the Schedule of Events for this RFB. The Schedule of Events is subject to change at the sole discretion of the N.H. Liquor Commission. Any changes will be posted on the N.H. Liquor Commission official website located at www.nh.gov/liquor. Respondents are responsible for checking the website for any schedule changes.

Events	**Responsibility**	**Date**
Request for Bids Issued:	Issuing Office	Friday, June 10, 2011
Site Visit	Potential Respondents	Thursday June 22, 2011 at 2:00pm
Deadline to Submit Inquiries By Electronic mail to NHLC Issuing Officer ("Closing Date")	Potential Respondents	Thursday, June 30, 2011 at 4:00 pm
NHLC Anticipated Date to Issue Responses to Potential Respondent Inquiries	Issuing Office	Friday, July 15, 2011
Deadline for Submission of Sealed Bids to Issuing Office at: ATTN: Craig Bulkley & Andy Davis NH State Liquor Commission 50 Storrs St, PO Box 503 Concord, NH 03302-0503	Respondents	Friday, July 22, 2011 by 2:00pm

PART I - GENERAL INFORMATION FOR RESPONDENTS

1. PURPOSE

The N.H. Liquor Commission ("NHLC") seeks to procure demolition and disposal services at retail location, 800 Islington Street in Portsmouth NH. The NHLC is issuing this request for Bid ("RFB") as a vehicle for soliciting and evaluating bids from interested parties. This RFB describes the project and the NHLC's requirements. A respondent may submit a bid for Services as further described in Section 25 of this RFB governing "Method of Award."

2. ISSUING OFFICE

This Request for Bid ("RFB") is issued by the N.H. Liquor Commission ("NHLC") that shall serve as the Issuing Office for this RFB. The Issuing Officer responsible for managing the RFB and serving as the sole point of contact is:

Mr. Craig Bulkley, Director of Administration & Mr. Andy Davis, Real Estate Advisor
NH State Liquor Commission, P.O. Box 503
Concord, NH, 03302-0503
(tel: 603-230-7010)
(email: cbulkley@liquor.state.nh.us).

All inquiries regarding this RFB must be submitted electronically to the Issuing Officer.

3. SCOPE

This RFB contains instructions governing the required content of bids, terms governing this procurement process, a description of the services sought by the NHLC, requirements that a respondent must satisfy to be eligible for consideration, evaluation criteria, a description of standard contract terms and conditions, and other requirements that must be satisfied in each bid.

4. PROJECT NEED

The intent of this RFB is to obtain demolition and disposal services of approximately 7,529 square feet of retail space. For evaluation purposes each Potential Bidder will be required to visit the specified location on the date and time listed in Table 1: Schedule of Events.

5. KEY SUCCESS CRITERIA

This goal of this project is to demo and dispose of debris at the retail store for the NHLC, in accordance with required specifications in a timely manner.

PROJECT DELIVERABLES

The NHLC's mandatory Demolition and Disposal Services' deliverables for this engagement consist of the following:

Demo and disposal within 4,679 sq/ft retail space (former Blockbuster)

1. Remove ceiling tile and grid.
2. Dumpster and disposal fees.

Demo and disposal within 2,850 sq/ft retail space (former Image Arts)

1. Remove ceiling tile and grid.
2. Remove all interior walls.
3. Dumpster and disposal fees.

Build loading area with angle dock

1. Excavation, backfill, and patch paving.
2. Form and pour approximately 17' of 8' wall.
3. Frame wall for rollup door.
4. Install 6' wide x 8' high rollup door.
5. Repair EIFS.
6. Install new surface mount manual dock leveler.
7. Will require a minimum of two bollards to protect stairs.

Notes:

- Successful bidder to obtain all required permits
- Electrical, mechanical and plumbing work to be provided by NHSLC
- Interior stud work and drywall excluded

PART II - RFB TERMS AND INSTRUCTIONS

1. TYPE OF CONTRACT

a. **Fixed–Fee Contract**. Any contract resulting from this RFB shall be structured as a fixed-fee contract.

2. RFB INQUIRIES AND RESPONSES

a. **Inquiry Submission**. Respondents must submit all inquiries, exceptions, or additions regarding this RFB, including without limitation, requests for clarifications or modifications to the RFB, by electronic mail (with the subject line titled "Airport RFB Questions") to the Issuing Officer identified in RFB, Part I, Section 2: *Issuing Officer* no later than the deadline to submit inquiries to NHLC Issuing Office specified in Table 1: *Schedule of Events*. Respondents must cite the relevant RFB title, RFB number, page, section, and paragraph in the inquiry submission. Respondents must not contact the Issuing Officer by telephone with any inquiries.

b. **NHLC Responses to Inquiries.** The NHLC intends to issue official responses, in its discretion, to inquiries submitted on or before the deadline specified in Table 1: *Schedule of Events*. The NHLC may consolidate and/or paraphrase inquiries for sufficiency and clarity. Oral statements, representations, clarifications and modifications shall not be binding upon the NHLC. The Issuing Officer anticipates posting official answers to the questions on the NHLC website at www.nh.gov/liquor by the date specified in Table 1: *Schedule of Events*.

3. SITE VISIT:

The site visit is for informational purposes only. Respondents will have an opportunity to ask questions about the RFB which may include, without limitation: a request for clarification or changes to the RFB; suggestions that could improve the RFB competition or lower the offered price; and review of any applicable documentation. Inquiries should be submitted to the Issuing Officer no later than twenty four (24) hours prior to the site visit. Responses furnished during the site visit will not be official unless verified, in writing, by the Issuing Officer on the NHLC official website located at www.nh.gov/liquor.

4. AMENDMENT TO THE RFB

The NHLC may amend this RFB at any time and at its sole discretion. The NHLC will post any amendments to the RFB on the NHLC official website located at www.nh.gov/liquor. In the event the NHLC determines it necessary to amend this RFB, the NHLC may extend deadlines and/or invite submission of additional information from respondents at any time, as the NHLC deems appropriate and at its sole discretion. Respondents are responsible for checking the website periodically for any new information or amendments to the RFB. The NHLC shall not be bound by any verbal information, and any written information that is not contained within the RFB or formally issued as an amendment by the Issuing Officer.

5. BID FORMAT

Respondents must submit a complete response to this RFB using the format specified in Part III of this RFB. An official authorized to bind the respondent to the bid must sign the bid. If the official signs the Bid Cover Sheet and the Bid Cover Sheet is attached to the bid, the requirement will be met. Proof of signatory authorization must be included with the bid submission.

6. ECONOMY OF PREPARATION

Bids should provide a straightforward, concise description of the respondent's ability to meet the requirements of the RFB.

7. BIDS AND AWARDS

The NHLC intends to award one or more contract(s) to one or more respondents as a result of this RFB.

Notwithstanding the foregoing or any provision of this RFB to the contrary, the NHLC reserves the right, at any time and in its sole discretion, to reject any or all bids, wholly or in part, and/or to award to multiple contracts to one or more respondents, wholly or in part.

A contractor will not retain any exclusive rights to provide the services and supplies described in this RFB process during the term of a contract or any extension thereto. The NHLC may, at its sole discretion, obtain Architectural Services and related materials from other contractors.

The NHLC has identified the basic approach to meeting its requirements and encourages respondents to be creative and propose their best solution to meeting these requirements.

8. BID SUBMISSION

a. **Bid Submission Deadline**: Bids must be submitted in hard copy and clearly marked "State of New Hampshire Liquor Commission, Response to RFB 2010-08" and as specified in Section 7: *Bids*. Bids must be submitted to the Issuing Office no later than the Closing Date and Time in Table 1: *Schedule of Events.* Any respondent who elects to mail its bid must allow sufficient mail delivery time to ensure timely receipt of its bid. The NHLC accepts no responsibility for mislabeled, damaged or delayed mail. Bids will not be accepted via electronic mail or facsimile transmission. The receipt of a bid by the state's mail system does not qualify as receipt of a bid by the Issuing Office.

   i. If due to inclement weather, natural disaster or any other cause, the location to which bids are to be returned is closed on the Closing Date and Time in Table 1: *Schedule of Events*, the deadline for submission shall be automatically extended until the next NHLC business day on which the Issuing Office is open, unless the respondents are otherwise notified by the Issuing Office. The time for submission of bids shall remain the same. Bids not submitted by the Closing Date and Time in Table 1: *Schedule of Events* or as otherwise extended pursuant to this RFB will be rejected.

b. **Bid Receipt**: A bid will be considered received on the date and time of the NHLC's receipt as officially documented by the NHLC.

9. PROHIBITED COMMUNICATIONS

From the issue date of this RFB until the effective date (date of Liquor Commission and Attorney General Approval) of a resulting contract with any respondent, the Issuing Officer shall serve as the sole point of contact concerning this RFB. Respondents are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFB. Except for contacts with the Issuing Officer as permitted by this RFB, respondents are prohibited from contacting or lobbying any NHLC personnel or evaluation committee members regarding this RFB. Any respondent's attempt to improperly influence the evaluation of bids and selection of a respondent may result in the disqualification and elimination of that respondent from this RFB procurement process. If the NHLC later discovers that the respondent has engaged in any communications prohibited under this RFB, the NHLC may reject the offending bid or rescind a contract award, without any liability to the respondent. Respondents are prohibited from distributing any part of their bids except to the Issuing Office as required under this RFB.

10. VALIDITY OF BID

a. By submitting a bid, a respondent acknowledges and agrees that:

i. Its bid shall remain in effect and is binding on the respondent for a period of one hundred and eighty (180) days following the Closing Date and Time in Table 1: *Schedule of Events*;

ii. The contents of the bid of the successful respondent will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions, and if a contract is finalized. The finalized and approved contract language shall prevail over the respondent's bid in the event of any inconsistency or ambiguity;

iii. The respondent waives any right to withdraw or modify its bid, except as permitted in the RFB;

iv. Bids are irrevocable unless the bid is withdrawn as permitted under this RFB or the expiration of 180 day(s) from the Closing Date and Time in Table 1: *Schedule of Events*. A respondent must submit a written request to withdraw a bid that is signed by an authorized representative of the respondent and submitted to the Issuing Officer prior to the Closing Date and Time in Table 1: *Schedule of Events*. If a respondent attempts to provide such written notice by facsimile transmission, the NHLC shall not be responsible or liable for errors in facsimile transmission; A respondent may modify its bid by withdrawing its bid and submitting a new sealed bid that complies with the requirements of this RFB, but only if the respondent withdraws and resubmits its bid prior to the Closing Date and Time in Table 1: *Schedule of Events*.

11. NON-COMMITMENT

Notwithstanding any provision of this RFB to the contrary, this RFB does not commit the NHLC to award a contract. By submitting a bid, a respondent acknowledges and agrees that the NHLC may, at any time and in its sole discretion, and without any liability to a respondent, reject any and all bids, or any portions thereof; cancel this RFB; and solicit new bids under another acquisition process.

12. RESPONDENTS' COSTS AND EXPENSES

By submitting a bid, a respondent acknowledges and agrees that the NHLC is not responsible or liable for any costs or expenses incurred by a respondent in connection with its participation in this procurement process, including, but not limited to: (1) any costs or expenses incurred by a respondent in relation to the preparation of a bid or a respondent's participation at the pre-bid conference or oral presentation and discussions, and other RFB processes and events; and (2) costs and expenses associated with any work performed by a respondent prior to the effective date (date of N.H. Governor and Council approval) of a contract with the respondent.

13. PROPERTY OF STATE

The bid and all material received in response to this RFB shall become the property of the NHLC and will not be returned to respondents. By submitting a bid, a respondent acknowledges and agrees that the NHLC may, at its sole option, use any or all ideas not protected by intellectual property rights that are presented in any bid regardless of whether the bid becomes part of a contract. Notwithstanding any respondent copyright designations contained on bids, the NHLC shall have the right to make copies and distribute bids internally and to comply with public record or other disclosure requirements under the provisions of any the State of New Hampshire or United States statute or regulation, or rule or order of any court of competent jurisdiction.

14. DISCUSSIONS FOR CLARIFICATION

The NHLC may require, at its discretion, respondents who submit bids to provide the NHLC with oral and/or written clarification of their bid to the NHLC to ensure thorough mutual understanding and respondent responsiveness to the solicitation requirements. The Issuing Officer will initiate requests for clarification. The NHLC reserves the right to recall any respondents for additional discussions as it deems necessary.

15. PRESENTATIONS

The NHLC may, at its discretion require a respondent to participate in oral and/or written presentations on any aspects of its bid. Respondents may also be required to demonstrate any product(s) and/or service(s) proposed at the NHLC site.

16. INFORMATION TECHNOLOGY COMPLIANCE REQUIREMENT

In the event that any portion of a respondent's bid requires software or hardware be connected to or installed on NHLC network then all such computer products and services must comply with the requirements of the N.H. Department of Information Technology, which are available upon request. The Respondent shall stay knowledgeable with and shall abide by these standards for all related work resulting from this RFB.

17. CONTRACT TERMS AND CONDITIONS

The NHLC's standard terms and conditions are set forth in Appendix A of this RFB. In the event of any conflict between the NHLC's terms and conditions and any portion of a bid, the NHLC's terms and conditions shall take precedence and supercede any and all such conflicting provisions contained in a bid, at the sole discretion of the NHLC. Additionally, any resulting contract may include additional provisions provided that they are agreed to by the NHLC and in a form and substance as prescribed by the NHLC. The failure of a selected respondent to reach agreement with the NHLC on contractual terms, conditions and other provisions may result in cancellation of the selection as described in this RFB.

18. CONFIDENTIALITY/SENSITIVE INFORMATION

The selected respondent may have access to confidential/sensitive information in the course of performing its obligations under the contract, and may be required to sign a confidentiality agreement.

19. DISCLOSURE OF BID

a. **Respondent Obligation**. A respondent must maintain the confidentiality of its bid until the effective date (date of N.H. Governor and Council approval) of a resulting with any respondent. A respondent's disclosure or distribution of its bid to any individual or entity, other than the Issuing Office, prior to the effective date (date of N.H. Governor and Council approval) may be grounds for disqualification at the discretion of the NHLC.

b. **NHLC Obligation**. The NHLC shall maintain the confidentiality of each bid until a contract award is made as contemplated under N.H. RSA 21-I:13-a, II. Following an award as contemplated in RSA 21-I:13-a, II, the NHLC will disclose all bids in accordance with applicable law and regulations, including, but not limited to, N.H. RSA Chapter 91-A, the Right to Know Law. Any respondent who determines that it must divulge any confidential, commercial or financial or other information not subject to public disclosure under applicable laws and regulations, (collectively referred to as "Respondent Confidential Information"), must submit in its bid a signed written statement describing in detail the nature of the Respondent Confidential Information and the grounds for its position that the Respondent Confidential Information is exempt from public disclosure under applicable law and regulations, including but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A; and submit a redacted version of its bid that removes only the Respondent Confidential Information along with an unredacted bid.

20. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding anything in 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, an 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 of termination of those funds, the State shall have the right to withhold payment until such funds be become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account.

21. BEST AND FINAL OFFERS

The NHLC may, at its sole discretion, solicit Best And Final Offers ("BAFOs") from respondents who have submitted responsive bids and which have been determined to be reasonably possible of selection for a contract award.

a. Respondents will be given opportunity to respond with a BAFO under a procedure defined by the NHLC which may include one (1) or more of the following:
    i. Enter into pre-selection discussions:
        1. Schedule written and/or oral presentations or scripted demonstrations; and/or
        2. Request revised bids.

b. The NHLC will evaluate BAFOs against Criteria for Selection found in Part IV, Section IV-3. The NHLC will conduct BAFO proceedings uniformly, the BAFOs will be subject to solicitation by the NHLC and NHLC's timely receipt of responses pursuant to schedule set by the NHLC. Respondents are encouraged to submit their best price as part of their initial bid and not to assume there will be an opportunity to provide a BAFO at a later date.

22. NEWS RELEASES

Respondents shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this project without prior written approval of the NHLC, and only in coordination with the Issuing Office.

23. RESPONDENT'S REPRESENTATIONS AND AUTHORIZATIONS

By submitting a bid, a respondent agrees, represents and acknowledges that:

a. All information provided by, and representations made by, the respondent in its bid are material and important and may be relied upon by the NHLC in awarding a contract;

b. Any misstatement, omission or misrepresentation by a respondent shall constitute fraudulent concealment from the Issuing Office of the true facts relating to the bid submission;

c. The respondent has arrived at the price(s), amounts, terms and conditions in its bid independently and without consultation, communication or agreement with any other respondent or potential respondent, and without effort to preclude the NHLC from obtaining the best possible competitive bid. The respondent has not disclosed the price(s), the amount of the bid nor the approximate price(s) or amount(s) of its bid to any other firm or person, including but not limited to, a respondent or potential respondent for this RFB;

d. The respondent has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a bid in response to this RFB or to submit a bid higher than this bid or to submit any intentionally high or noncompetitive bid or other form of complementary bid; and

e. The respondent makes its bid in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

24. METHOD OF AWARD

The NHLC evaluation committee will select a bid(s) based on criteria set forth in Part IV. The evaluation committee may consist of senior staff member(s) of the NHLC. The evaluation committee will submit a recommendation on its selection of a bid(s) to the NHLC Commissioners for final approval. The responsible respondent(s) whose bid(s) the NHLC is determines to be the most advantageous to the State of New Hampshire, after taking into consideration all of the evaluation factors, shall be notified in writing of its selection for contract discussions. The resulting contract(s) will be based on the standard terms and conditions contained in Attachment A, and modifications and additions to the standard clauses acceptable to the NHLC in its discretion. If the NHLC is unable to reach agreement with a respondent(s) during contract discussions, the NHLC may, at its sole discretion and at any time, reject and cancel the first respondent selection and commence contract discussions with the next highest ranked respondent, and continue on in this manner at its discretion. The NHLC may, at its sole discretion, terminate any contract discussions, as it deems appropriate and at any time.

25. USE OF ELECTRONIC VERSIONS OF THIS RFB

This RFB is available in electronic form. If a respondent accepts the RFB in electronic form, the respondent acknowledges and accepts full responsibility to insure that no changes are made to the RFB. In the event of a conflict between a version of the RFB in the respondent's possession or relied upon by the respondent, and the Issuing Office's version of the RFB, the Issuing Office's version shall govern.

PART III - INFORMATION REQUIRED FROM THE RESPONDENT

Bids must be submitted in the following format, including heading descriptions:

1. STATEMENT OF THE PROBLEM

State in succinct terms your understanding of the problem presented and/or the services and equipment required by this RFB.

2. MANAGEMENT SUMMARY

Include a narrative description of the bid effort and a list of the items to be delivered or services to be provided.

3. WORK PLAN

Describe in narrative form your plan for accomplishing the project. Be sure to include a detailed timeline. Indicate the approximate number of person hours allocated to each task. Include a Program Evaluation and Review Technique ("PERT") or similar type display, time related, showing each event and the costs involved.

4. PRIOR EXPERIENCE

Include a detailed summary of your company's experience with emphasis on the retail environment. Experience shown should be work done by individuals who will be assigned to this project, as well as that of your company. Experience should include projects completed for retail businesses where the size and scope are similar to the size of the NHLC and the size and scope of this project. Experience referred to should be identified by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHLC reserves the right to contact any and all persons listed by the respondent concerning past work experience.

5. SUBCONTRACTOR

The use of subcontractors on this project must be approved by the NHLC in advance of any work being done by that subcontractor.

6. OBJECTIONS & ADDITIONS TO STANDARD CONTRACT TERMS & CONDITIONS AND/OR AGREEMENT STANDARDS

The respondent must identify which, if any, of the terms and conditions contained in Appendix A of this RFB it desires to negotiate, and the additional terms and conditions the respondent would like to add to the standard contract terms and conditions. The respondent's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the NHLC may consider late objections and additional requests, if it is in the best interests of the State of New Hampshire and the NHLC. The NHLC may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions and/or agreement standards. The respondent shall not request changes to other provisions of the RFB; nor shall the respondent request to completely substitute its own terms and conditions for Appendix A. All terms and conditions must appear in one (1) integrated contract. The NHLC will not accept references to the respondents, or any other, online guides or online terms or conditions contained in any bid.

PART IV - CRITERIA FOR SELECTION

1. MANDATORY RESPONSIVENESS REQUIREMENTS

To be eligible for selection, a bid must be:

1. Timely received from a respondent; and
2. Properly signed by the respondent's authorized representative, signature coversheet is provided in Appendix B.

The NHLC reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a bid.

2. REVIEW AND EVALUATION

The Issuing Office plans to utilize a committee of qualified personnel to review and evaluate timely submitted bids. The Issuing Office will notify in writing of its selection contract discussions the responsible respondent whose bid is determined to be the most advantageous to the State of New Hampshire as determined by the NHLC after taking into consideration all of the evaluation factors.

3. CRITERIA FOR SELECTION

The NHLC has established the weight for the evaluation criteria for this RFB as specified in the following table:

Criteria	Percent
Overall Engagement Price	55%
Experience	25%
Capacity to Perform in a Timely Manner	20%

The following criteria will be used in evaluating each proposal:

Overall Engagement Price – This refers to the professional fees and expenses.

Experience – This refers to the respondent's prior experience performing the services listed within.

Capacity – This refers to the respondent's organizational capacity to handle the services at our retail store locations especially in regards to the installation listed in Option #2.

Appedix A

APPENDIX A

Subject: _____

AGREEMENT

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

GENERAL PROVISIONS

1. **IDENTIFICATIONS.**

1.1 State Agency Name New Hampshire State Liquor Commission		1.2 State Agency Address P.O. Box 503, 50 Storrs St., Concord, NH 03302-0503	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation $
1.9 Contracting Officer for State Agency George P. Tsiopras, CFO		1.10 State Agency Telephone Number 603-271-2788	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signatory	
1.13 Acknowledgment: State of _____, County of _____ On, _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (Seal)			
1.13.2 Name and Title of Notary Public or Justice of the Peace			
1.14 State Agency Signature		1.15 Name/Title of State Agency Signatory Joseph W. Mollica , Chairman Mark M. Bodi, Commissioner Michael R. Milligan, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.17 Approval by Attorney General (Form, Substance, and Execution) By: On:			
1.18 Approval by Governor and Council By: On:			

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1. **T**he contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.The State shall have no liability to the Contractor other than the contract price.
5.3. The State reserves the right to offset from any amounts otherwise payable to the Contactor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4. Notwithstanding any provision in this Agrement to the contrary, and notiwthstanding unexpected circumstances, in no event shall the total of all payment authorized, or actually made hereunder, exceed the Price Limitaion set forth in block 1.8.

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

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

Contractor Initials_____
Date_____

8. EVENT OF DEFAULT/REMEDIES.

8.1. Any one or more of the following acts or ommissions 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 absense of a greater or lesser specification of time, thirty (30) days from the date of the notice, and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2. give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3. set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Defauls; and/or.

8.2.4. treat the Agreement as breached and pursue any of its remedies at law or in equity, or both

9. DATA/ACCESS/CONFIDENTIALITY/ PRESEVATION.

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

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

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

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

11. CONTRACTOR'S RELATION TO THE STATE.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage in amounts of not less than $250,00 per claim and $2,000,000 per occurrence: and

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

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

Contractor Initials_____

Date_____

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

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

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

17. NOTICE Any notice by a party hereto to the pther 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 intrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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

Contractor Initials_____

Date_____

Appendix B

Request for Bids

Title: Demolition Work – Portsmouth **Issue Date**: June 10, 2011

Issuing Agency: New Hampshire State Liquor Commission
Mailing Address: P.O. Box 503
Concord NH 03302-0503

Physical Address: 50 Storrs Street
Concord, NH 03301

Period of Contract: From Liquor Commission and Attorney General's Office approval through June 30, 2012

Site Visit: Wednesday, June 22, 2011 at 9:00am

Written Bid Deadline: Sealed bids will be received until 2:00 pm, on Friday, July 22, 2011 for furnishing the services described herein. **Bids postmarked prior to, but received after deadline, will not be accepted**.

Bid Opening: Friday, July 22, 2011 at 2:00 pm

Bids must be made on the enclosed bid form and must be typed or clearly printed in ink, and signed. Corrections must be initialed. Bids that are not complete or are unsigned will not be considered. Faxed Bids will **NOT** be accepted.

Bids will be made public at the time of the opening. Bid results will not be given by telephone and shall be given by mail only if requested in writing and accompanied by a self-addressed, stamped envelope.

If sending through the mail, send to: NHSLC, P.O. Box 503, Concord, NH 03302-0503
If sending via another carrier, send to: NHSLC, 50 Storrs Street, Concord, NH 03301
Or hand-delivered, deliver to: The New Hampshire State Liquor Commission, 50 Storrs Street, Concord, NH 03301.

ALL BIDS MUST BE CLEARLY LABELED:
NHLC RESPONSE TO RFB 2011-03
Attention: Craig Bulkley, Director of Administration & Andy Davis, Real Estate Advisor

In compliance with this Request For Bids, and to all the conditions imposed herein, the undersigned Offerors and agrees to furnish the services in accordance with the attached signed bid, or as mutually agreed upon by subsequent negotiation.

THIS BID IS NOT VALID UNLESS SIGNED BY A PERSON AUTHORIZED TO LEGALLY BIND THE COMPANY.

Name and Address of Company:

_____ Date: _____

_____ Contact: _____

_____ Title: _____

_____ Authorized Signature:

Phone: _____ Fax: _____ _____

E-Mail: _____