BID WM 12-25

REQUEST FOR PROPOSAL FOR:

Video Monitoring System
for White Mountains Community College
2020 Riverside Drive
Berlin, NH 03570
January 15, 2013

PURPOSE:
The purpose of this REQUEST for PROPOSAL is to secure a design build proposal for White Mountains Community College (WMCC) for a Video Monitoring System.

SCOPE OF SERVICES:

SUMMARY OF THE WORK: Video Monitoring System

Work of the Project includes the design, supply and installation of a video surveillance system with the capabilities to provide security at the entry doors, interior corridors and the parking lots of the College’s main campus in Berlin and The Twitchell House, and the Day Care Center. (See site drawing) The system is to be capable of providing internet based access to numerous locations of images provided by the cameras and to provide storage and playback for one month on an automatic basis. Long term storage is to be provided with convenient access. In order to provide this service, the RFP will require the following:

- Furnish and install twenty four (24) interior cameras to view the exterior doors and selected interior views at the White Mountains Community College campus. (See attached plan for locations)
- Furnish and Install fourteen (14) exterior cameras to monitor the parking areas of White Mountains Community College campus, The Twitchell House, and Day Care Center. Two (2) at each building. (See attached plan for locations at main campus. Locations at Twitchell House and Day Care to be determined by the College.) All cameras to record in color when lighting conditions allow, and black and white to provide acceptable definition.
- All cameras to network back to one location at the main campus. Approximate distances are: From Main campus to Twitchell House is approximately 505 feet. From Twitchell House to the Day Care center is approximately 655 Feet. There is fiber optic cable to these locations.
- Provide an alternate for a UPS to operate the video security system, including cameras, server. In the event electric power goes down.
- The system is to operate when the college Internet provider service is down.
- The quality of the video must be so that face recognition is easily achieved by the interior cameras and automobile type, color and license plate information is achievable on the exterior cameras.
The capabilities of the cameras are to such that the full range of the area is monitored and recordable. A field of view approaching 180 degrees horizontal views will be required.

All cameras are to be current state of the art solid state color camera (IP Technology) and shall be provided with appropriate enclosures and mounts. External cameras shall be fitted with all necessary equipment to function year round in all possible extremes of weather. This will include heaters, blowers, and sunshades where necessary.

Cameras are to be positioned to view the entire parking areas and entry roadways.

The camera shall contain controllable zoom with variable focal length and auto iris.

Camera and lens selection and layout shall be optimal to view the specific locations.

Camera shall contain sensing devices activated with motion sensors. The monitoring screen shall be programmable under this contract to be automatically activated by camera and door activity.

Cameras that are subject to views of varying light intensity shall have extended dynamic range technology to permit viewing in bright and dark areas alike within the same frame.

Cameras will be programmable indexed to selected surveillance points on a preselected interval and to turn on when activity is detected.

• Contractor is to include a CAD based plan of camera locations for review and acceptance by the college prior to the start of work.
• Provide recording and surveillance equipment to save and view information provided by the cameras. Storage capacity is to provide 30 days of coverage for all cameras.
• Provide power supplies and power wiring as needed. Additional outlets to accommodate the cameras are to be provided by this contract. Provide licensed technicians when necessary.
• Cameras are to run on cabling provided by this contract. Furnish and install all necessary cabling and wiring for the system. Wiring is to be level CAT 6. Functional tests reports of all cabling are to be provided after installation and before final acceptance.
• Contractor to confirm light level is sufficient for camera operation.
• Provide a One Year warranty of the equipment including any necessary service.
• Provide alternate pricing for cameras with higher or lower resolution.
• Provide a minimum of two (2) hours of training on the system to college and security personnel.
• Provide a proposal for a service contract for the equipment.

ADDITIONAL PROJECT REQUIREMENTS:

• Supply a full list of all equipment to be provided, with CAD based design documents as necessary to depict the entire system.
• Power and cable requirements are to be included in the design.
• Equipment list and design is to be approved by the College prior to ordering or installation of materials.
• Work shall be done with a minimum amount of disruption to the College activities. This may include off hours work which is to be scheduled in advance with the College administration.
• All workers to have a visible ID badge.
• Remove and legally dispose of all waste generated by the work.
• All cameras, motion detector and sensing device locations are to be approved by the college prior to installation.
• All video feed from all cameras and a live demonstration of the software is to be reviewed prior to acceptance by the owner.
SITE VISITATION:

Attendance for at least one site walk is a contract bidding requirement. Site visits must be scheduled directly with Stephen DeRosier, Director of Facilities Tel 603-723-8240. A sign in sheet must be signed by all bidders at the walk. Attendees to meet at the reception desk at the College main entrance. No obligation on the part of WMCC exists for additional visits, but an effort will be made to accommodate additional visits.

CONTRACT INFORMATION:

Technical questions regarding the bid are to be directed to Matt Moore, P.E. Interim Director of Capital Projects, CCSNH, Tel (603) 219-0167, fax (603)-219-0141 or e mail memoore@ccsnh.edu. All new information will be provided in the form of an addendum(s) as required and will be posted on the CCSNH website. The bidder list will be posted on the CCSNH website.

- Bidders must show three years experience with installations of a similar complexity and cost and prior experience with installations of the submitted materials and software. A sheet detailing this experience is included with this bid document and is to be included with the bid.
- College reserves the right to make a written request for additional information from a Contractor/Vendor to assist in understanding or clarifying a Bid Proposal. The responses are to be provided in writing.
- Required Material Safety Data Sheets (MSDS) for material brought on site by the successful bidder must be available on site at all times.
- All unused material brought on site by the successful bidder must be removed by the bidder.
- All local, state and federal regulations are to be followed. Any fines assessed to White Mountains Community College due to the lack of these regulations being followed will be the responsibility of the successful bidder.
- If applicable, vendor is responsible for calling Dig Safe System, Inc., a private locating service. Any fines, damages, etc. assessed to the College due to failure to obtain a Dig Safe permit and to have utilities located by a private company will be the responsibility of the successful bidder.
- Shirts are required to be worn at all times on the work site.
- Smoking is allowed ONLY in designated smoking areas. Individuals who violate this rule will be warned by the college staff. Multiple infractions will result in permanent removal from the site contract work.
- No radios or headsets are allowed, food is available for purchase at the Cafeteria.
- Parking for vehicles and equipment must be cleared through the Facilities Maintenance Department. Use of cell phones and radios are prohibited while vehicles are in motion. Posted speed limits are to be obeyed. Infractions of rules can result in the offender being asked to leave the campus.
- Designated bathrooms are available in the Building.
- The Contractor who is awarded the contract will need to complete a P-37 contract (sample Included) and provide the required Corporate Resolution (corporations/LLC) or Partnership Certificate of Authority or Sole Proprietor Certification of Authority, whichever applies, to show the individual signing the contract is authorized to do so.
- Workers’ compensation requirements as outlined in the P37 (15) and as required by NH law must be followed, and includes, in part, providing proof by the Contractor of workers’ compensation insurance coverage for all of its employees on this site. The Contractor awarded the work is also to submit information as required under RSA 21-I: 81 B. This law requires, among other things, the Contractor to provide timely information on employee and subcontractor identity, including all CFOs and principals on a log for this purpose, and for the College to post this information on a publicly accessible website.
• After the Award of Bid, the Contractor shall submit a list of all employees, all subcontractors’ employees, and other related personnel who will be physically required to work at the College, providing the following information for each person:
  o Name
  o Employer’s Company Name

• White Mountains Community College reserves the right to request a criminal background check on any employee of Contractor. The College also in its discretion may decide that anyone with a criminal history, other than traffic violations that have not been annulled, will not be allowed to work at the project site.

The College reserves the right to accept or reject any or all of the proposals.

The award will be based on the proposal that best meets the needs of the college. Factors included will be the cost, completeness of the proposal, quality of the technology provided, and experience of the vendor and installation team.

**VENDOR CERTIFICATIONS**

The vendor who is awarded the contract will need to submit a completed Alternate W-9 form (no fee) with contract and must be willing to comply with all terms and conditions of the State of NH.

**CONTRACT TERM:**

The term of any resulting contract shall end on Friday, **March 15, 2013**, not including warranty of the installed products.

White Mountains Community College shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

**PAYMENT AND COMPENSATION:**

Payment terms: 90% due within 30 days after satisfactory completion of work invoiced, receipt of the invoice, approval, and acceptance by White Mountains Community College or progress payments on a monthly basis. Retainage will be released within 45 days of receipt of all warranty and training and documentation required for proper servicing of the equipment.

**INSURANCE:**

The vendor awarded the contract will need to furnish an insurance certificate as described in exhibit C. These requirements supersede those listed in document P-37. Bids exceeding $25,000.00 are required to be bonded for 100% of the contract value.

**SUBMISSION OF RFP RESPONSE:**

Bids are due on **Friday, January 25, 2013 at 2:00 p.m.**, and must be submitted on the Bid Form (Exhibit “D”). Bids should be mailed to White Mountains Community College, Attention: Lynn Moore CFO, 2020 Riverside Drive, Berlin, NH 03570; or faxed to 603-752-6335, Attention: Lynn Moore CFO; or hand carried to White Mountains Community College, 2020 Riverside Drive, Berlin, NH 03570, Attention: Lynn Moore. E mail is **not** an accepted form of submission of the bid. The College is not responsible for proposals not received due to equipment failure, mail
delays, etc. If you want to insure your proposal was received please verify by calling Lynn Moore at (603) 752-3052. White Mountains Community College reserves the right to accept and reject any or all of the proposals.

**AWARD:**

**Qualifications to perform the work:** Bidders must show three recent years’ experience with installations of a similar complexity and cost and prior experience with installations of the materials within 200 miles of the project site.

Community College System of New Hampshire reserves the right to request a criminal background check on any employee of Contractor. The College also in its discretion may decide that anyone with a criminal history, other than traffic violations that have not been annulled, will not be allowed to work at the project site.

White Mountains Community College reserves the right to accept or reject any or all of the proposals.

The award will be based on the proposal that best meets the needs of the college. Factors included will be the cost, completeness of the proposal, quality of the technology provided, and experience of the contractor and installation team.

<table>
<thead>
<tr>
<th>Category</th>
<th>Possible Points*</th>
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<tbody>
<tr>
<td>1. Cost of Base Proposal</td>
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<tr>
<td>2. Quality of the related projects/areas of expertise/experience</td>
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</tr>
<tr>
<td>3. Quality of description of the firm’s construction approach</td>
<td>10</td>
</tr>
<tr>
<td>4. Response time to Construction and Warrantee issues</td>
<td>20</td>
</tr>
</tbody>
</table>

**Grand Total**  100*

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*Project: WM 12-25*
*Maximum points for the best and so forth. Difference between scores is based on how close they are to one another.

The College reserves the right to waive any and all informalities in its best interest.

**NOTE**: Exhibits A through E, contract form P-37 and the RFP form constitute the documents for this bid
Exhibits A, B, and C will be issued with contract.

- Exhibit A details the scope of work described in the RFP.
- Exhibit B details the method of Payment as detailed in the RFP.
- Exhibit C details insurance requirements of the contract. These requirements supersede the requirements listed in the form P-37.
- Exhibit D is the Bid Form included with the RFP.
- Exhibit E is the contractor prequalification form.

END OF SECTION
Insurance Requirements
Exhibit “C”

INSURANCE:
The vendor awarded the contract will need to furnish an insurance certificate per the following:

COMMUNITY COLLEGE SYSTEM OF NEW HAMPSHIRE
INSURANCE REQUIRED OF CONTRACTORS

TYPES OF INSURANCE REQUIRED
For the purposes of this document the term Contractor shall include each and every contractor, subcontractor, and sub-subcontractor utilized by the General Contractor to complete the project.

Commercial General Liability insurance covers claims for Bodily Injury and Property damage. CCSNH requires GL insurance when:
- A contractor will be working at a CCSNH location.
- The contractor has third parties on CCSNH’s premises who could be injured or cause injury to others.
- Their “completed work” (building; renovations; HVAC; etc.) may fail, causing bodily injury or property damage
- The contractor is likely to subcontract part of their work

Automobile Liability Insurance
A Business Auto Liability insurance is required when a Contractor and/or their employees and subcontractors will operate, maintain, load or unload vehicles as part of their contracted work on any campus. As such, any Contractor who drives onto CCSNH’s owned or leased property should be required to provide evidence of a Commercial Automobile Liability insurance.

Umbrella/Excess Liability Insurance
An Umbrella/Excess policy is required when CCSNH is requesting total per occurrence and aggregate limits of liability that are higher than those carried by the Contractor in their “primary” General Liability, Auto Liability or Employer’s Liability (WC) policies – which is always the case. Note: General Liability policies typically provide limits of $1,000,000 per occurrence and $2,000,000 aggregate. Automobile liability policies generally provide a $1,000,000 “combined single” (CSL) limit.

Workers’ Compensation Insurance
CCSNH should request evidence of Workers’ Compensation (including Employers Liability coverage) for EACH AND EVERY Contractor. Evidence of workers’ compensation insurance from subcontractors and sub-subcontractors is the responsibility of General Contractor.

Property Insurance
When a new building is being constructed or an existing building is being renovated, coverage for the building material and the structure itself is provided by CCSNH. However, the Contractor, all Subcontractors, and Sub-subcontractors should be aware that this “Builder’s Risk” coverage does not provide coverage for the Contractor’s business personal property – tools, equipment, etc. As such, they need to provide coverage for this exposure themselves.

**Pollution Liability Insurance**
Pollution legal liability insurance may be required if there is a chance that the Contractor may cause a first party or third party liability or property damage claim arising out of the “pollution” of any land, water or buildings by any type of “hazardous waste” material through their own actions or actions of another acting on their behalf.

**Professional/Errors & Omissions Liability Insurance**
Professional or E&O insurance is required of all Architects and Engineers who provide the design and engineering for buildings and other structures.

**LIMITS OF INSURANCE REQUIRED**
The following insurance requirements are to be used as a guide for CCSNH’s contracts with Contractors/Sub-Contractors. The insurance requirements and indemnification language that are ultimately incorporated into the contracts should be tailored to the operations and exposures with respect to the construction being performed in order to protect the interests of CCSNH and its Affiliated Entities.

**Commercial General Liability:** Contractor agrees to maintain in full force during the term of this contract and until the completion of this project Commercial General Liability insurance with the following minimum limits of liability:

- **$1,000,000. per occurrence** Limit for bodily injury/property damage
- **$1,000,000 per occurrence** Personal and advertising injury
- **$2,000,000 aggregate** Products/completed operations
- **$2,000,000 aggregate** Policy aggregate
- **$5,000 per person** Medical expense

These limits shall be provided per project/per job.

**Automobile Liability Insurance:** Contractor agrees to maintain in full force during the term of this contract and until the completion of this project Commercial Automobile Liability insurance for all owned, non-owned, and hired vehicles/trucks. The minimum limit of liability shall be $1,000,000 each accident, combined single limit for Bodily Injury and Property Damage.
**Workers’ Compensation Insurance:** Contractor agrees to maintain in full force and effect Workers’ Compensation insurance which provides statutory coverage for Workers’ Compensation claims and Employers’ Liability insurance subject to minimum limits of:

- $500,000 each accident for Bodily injury by accident
- $500,000 each employee for Bodily injury by disease
- $500,000 policy limit for Bodily injury by disease

or the minimum limits required by Contractor’s Umbrella insurer.

**Umbrella Liability Insurance:** Contractor agrees to maintain in full force and affect Umbrella Liability insurance which provides excess following form coverage over the underlying Commercial General Liability, Automobile Liability, and Employers Liability policies previously described. The Umbrella/Excess policy will provide minimum limits of liability of $5,000,000 per occurrence and aggregate - and the aggregate limit should be provided on a “per project or job” or location basis.

**Professional Liability Insurance:** Architect/Engineer agrees to maintain in full force during the term of this contract and for a period of one (1) year after the completion of this project, Architects and Engineers Professional Liability (Errors and Omissions) insurance subject to a minimum per occurrence and aggregate limit of $3,000,000. Note: The scope of coverage and limit provided by the policy shall encompass the Architect/Engineers obligations as defined in the project agreement.

**Personal Property Insurance:** Contractor is responsible for the purchase and maintenance of “property” insurance on a “replacement cost basis” to cover all of “property” (tools, equipment, materials, etc.) owned by the Contractor. Note: The contract should indicate that the property will “be the sole responsibility and risk of Contractor” and that “CCSNH shall not be liable for any loss, damage, or theft to such property.”

**Other Insurance:** CCSNH reserves the right to require the Contractor to maintain additional insurance coverage as deemed necessary by the nature of the contract and from time to time during the contract period.

**OTHER INSURANCE ISSUES AND REQUIREMENTS:**

**General Requirements**

Contractor is required to maintain, during the life of this contract with CCSNH, insurance that will adequately protect CCSNH and the Contractor against the exposures inherent to the contract and construction project. The insurance policies provided by Contractor must be underwritten by an insurance company that is financially sound and adequately rated (“A-” or higher) by one or more of the leading financial rating services including AM Best, Moody’s and/or Standard & Poors. The insurance companies utilized by the Contractor must be licensed to do business in the State of New Hampshire. If such insurance is provided by “self-insurance” or a Captive insurance company, adequate financial data should be provided to assure CCSNH of the Contractor’s ability to fund all deductibles, retentions and claims that occur.
**Additional Insureds:** The required Commercial General Liability Automobile Liability and Excess/Umbrella Liability coverage shall name CCSNH, its affiliates, subsidiaries, trustees, officers, employees and agents as additional insureds.

**Certificates of Insurance (COI)**

CCSNH requires the Contractor furnish Certificates of Insurance (COI) for the required coverage and limits to CCSNH before commencing work and 30 days prior to each renewal date of the required insurance policies. Such certificates shall state that, in the event of cancellation, material change in coverage or non-renewal, the Contractor will notify CCSNH at least thirty (30) days in advance via formal, written documentation.

**Cancellation/Non-Renewal**

In the event that any of the insurance policies purchased by the Contractor to satisfy the requirements in the contract are cancelled by the insurer, non-renewed by the Contractor or are changed materially (coverage, limits, etc.), CCSNH must be notified at least 60 days in advance of such an event. If the Contractor does not provide such notice, CCSNH has the right to procure the specified insurance coverage and charge the premiums back to the Contractor.

**Occurrence/Claims Made Forms**

CCSNH prefers that all Liability policies purchased by the Contractor to satisfy the requirements in the contract are written on an "occurrence" basis. However, if any liability policy must be written on a "claims made" basis, the Contractor must maintain such insurance for a minimum of one (1) year after the termination of the contract or provide “tail coverage” if the policy is cancelled or non-renewed with a retroactive date that precedes the inception of the contract - or “prior acts” coverage without any time limitation.

**END OF SECTION**
Video Monitoring
WHITE MOUNTAINS COMMUNITY COLLEGE
#WM 12-25

EXHIBIT D

BID FORM

Company Name: ________________________________________________________________

Address: ___________________________________________________________________

Telephone Number: ___________________________________________________________

Fax Number: __________________________________________________________________

All labor to complete the Video Monitoring Project: $________________________

All materials to complete the Video Monitoring Project: $________________________

Cost for Bond: $________________________

Allowance for Unforeseen Conditions, (Two thousand, five hundred dollars) ADD $2,500.00

Bid Total: $________________________

UNIT PRICES and ALTERNATES

1) Unit Cost to add additional interior camera: $________________________

2) Unit Cost to add additional exterior camera: $________________________

3) Yearly cost for Internet address for each unit: $________________________

4) Yearly cost for software maintenance agreement: $________________________
5) Any yearly cost to support the system and equipment $________________________

6) Cost and size of UPS to maintain cameras, and security server $________________________

REFERENCE INFORMATION CONFIRMING CONTRACTORS AND MAJOR SUBCONTRACTORS MEET REQUIRED QUALIFICATIONS TO BE INCLUDED WITH THE BID (Exhibit E)

Signature: _______________________________________________________________________________________________

Printed Name: ______________________________________________________________________________________________

Date: ______________________________________________________________________________________________

This bid must be signed by a person authorized to legally bind the bidder.

END OF EXHIBIT D
Exhibit E

CONTRACTOR PREQUALIFICATION FORM

THIS FORM IS TO SUBMITTED WITH THE BID

White Mountains Community College
VIDEO MONITORING
Project #WM 12-25

Qualifications to perform the work:
Experience with full responsibility for installing Video Monitoring Systems of a similar size and within 200 miles of the project site. Bidders are to provide evidence of qualifications with the bid

NAME OF FIRM SUBMITTING BID

NAME OF REFERENCE PROJECT

Location of Project

Date work performed

Name of Owner

Description of Project

Approx Contract value

Quantity of Cameras

Camera manufacturer

Address

Contact Information

END OF DOCUMENT
**SUBJECT:** ____________________________________________

**AGREEMENT**

The Community College System of NH and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

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<thead>
<tr>
<th>1. IDENTIFICATION</th>
<th>2. Entity of CCSNH Address</th>
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<tbody>
<tr>
<td>1.1 Entity of CCSNH</td>
<td>1.2 Entity of CCSNH Address</td>
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<tr>
<td>1.3 Contractor Name</td>
<td>1.4 Contractor Address</td>
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<tr>
<td>1.5 Contractor Phone</td>
<td>1.6 Account Number</td>
</tr>
<tr>
<td>1.7 Completion Date</td>
<td>1.8 Price Limitation</td>
</tr>
<tr>
<td>1.9 Contracting Officer for Entity of CCSNH</td>
<td>1.10 Entity of CCSNH Phone Number</td>
</tr>
<tr>
<td>1.11 Contractor Signature</td>
<td>1.12 Name and Title of Contractor Signatory</td>
</tr>
</tbody>
</table>

1.13 Acknowledgement: 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 |
| 1.13.2 Name and Title of Notary or Justice of the Peace |

| 1.14 Entity of CCSNH Signature | 1.15 Name and Title of Signatory for Entity of CCSNH |
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The Community College System of NH, acting through the College identified in block 1.1 ("Entity"), 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the President or his/her designee 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 Community College System of NH shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

4.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

4.2 The payment by the Community College System of NH 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 Community College System of NH shall have no liability to the Contractor other than the contract price.

4.3 The Community College System of NH 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.

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

5. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

5.1 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.

5.2 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.

5.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

6. PERSONNEL.

6.1 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.

6.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a Community College System of NH employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
6.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the Community College System of NH’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the Community College System of NH.

7. EVENT OF DEFAULT/REMEDIES.
7.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):
7.1.1 failure to perform the Services satisfactorily or on schedule;
7.1.2 failure to submit any report required hereunder; and/or
7.1.3 failure to perform any other covenant, term or condition of this Agreement.
7.2 Upon the occurrence of any Event of Default, the Community College System of NH may take any one, or more, or all, of the following actions:
7.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
7.2.2 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 Community College System of NH determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
7.2.3 set off against any other obligations the Community College System of NH may owe to the Contractor any damages the Community College System of NH suffers by reason of any Event of Default; and/or
7.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

8. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION
8.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
8.2 All data and any property which has been received from the Community College System of NH or purchased with funds provided for that purpose under this Agreement, shall be the property of the Community College System of NH, and shall be returned to the Community College System of NH upon demand or upon termination of this Agreement for any reason.
8.3 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 Community College System of NH.

9. 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.

10. CONTRACTOR’S RELATION TO THE COMMUNITY COLLEGE SYSTEM OF NH. 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 Community College System of NH. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the Community College System of NH or receive any benefits, workers’ compensation or other emoluments provided by the Community College System of NH to its employees.

11. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the Community College System of NH. None of the Services shall be subcontracted by the Contractor without the prior written consent of the Community College System of NH.

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

13. INSURANCE.
13.1 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:
13.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
13.1.2 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.
13.2 The policies described in subparagraph 13.1 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.
13.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

14. WORKERS’ COMPENSATION.
14.1 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”).
14.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers’ Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers’ Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers’ Compensation laws in connection with the performance of the Services under this Agreement.

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

16. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

18. 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.
19. 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.

20. 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.

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

22. 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.

23. 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.