

New Hampshire Council for Responsible Gambling



Request for Proposal (RFP) for Gambling-related Clinical Capacity Building and Related Services

RFP CRG 21-001

Issued Monday, December 14, 2020

State Fiscal Year 2021

Release Date: 12/14/2020

Due Date: 2/5/2021 by 4:00 PM

RFP CRG 21-001 Capacity Building & Related Services

New Hampshire Council for Responsible Gambling Capacity Building RFP

Request for Proposal for Gambling-related Clinical Capacity Building and Related Services

Issued Monday, December 14, 2020

I. GENERAL DESCRIPTION

The New Hampshire Council for Responsible Gambling (CRG) was created by House Bill 480-FN in 2019. The CRG is composed of five volunteer community members nominated by the Governor and appointed by the Executive Council. The members are state residents with an expertise in the field of addiction and/or mental health with a focus on problem gambling. The CRG is charged with promoting education, prevention, and treatment of problem gambling.

New Hampshire was the first state in the country to establish a lottery. In addition to lottery gambling, the state also supports live poker, pari-mutual simulcast betting, bingo, keno, and now sports wagering opportunities. Furthermore, neighboring states and Canada already provide access to other types of gambling, including resort casinos within easy driving distance. Massachusetts' recent massive expansion of gambling has created additional exposure for New Hampshire's residents. Some residents exposed to these gambling opportunities will develop gambling-related problems. Therefore, New Hampshire's gambling-related public health needs already exist.

People with gambling related problems commonly continue to gamble despite negative consequences, are preoccupied with gambling, and may try to quit unsuccessfully or hide their behavior. Gambling-related problems extend beyond gamblers to their family and social networks, and can include economic, social, substance use disorder, mental health and physical health problems. A 2008 problem gambling study found that 75% of all people with Gambling Disorder have had problems with alcohol and 38% have had problems with other drugs. Other mental health conditions, including mood disorders, also co-occur with gambling problems. Co-occurring mental health/substance use disorders complicate recovery from gambling problems, and vice versa.

Unfortunately, the State of New Hampshire has limited resources for addressing problem gambling and the CRG seeks to address and remedy the shortage. Key services will include individual and group counseling utilizing clinicians trained in treating gambling problems, self-help meetings (Gamblers Anonymous, Smart Recovery etc.), recovery support, a 24/7 helpline, intervention services, a training program to certify clinicians, advocacy, community outreach, and evaluation of activities.

The objective for this Request for Proposal (RFP) is to build capacity for gambling-related clinical, prevention, and intervention services in the State of New Hampshire. The CRG intends to engage one qualified Proposer that can provide capacity building and related services in New Hampshire for addressing gambling-related harm in a not to exceed contract. Services should include, but are not limited to, gambling-related training and clinical capacity build up, advancing self-exclusion services, and outreach and awareness activities. The available funding for the initial one-year engagement is estimated to be \$90,000. Up to two non-competing renewals (\$100,000 per year) are anticipated, pending submission of (1) a satisfactory annual report of activities at the end of each fiscal year, to be reviewed by CRG and (2) a detailed non-competing renewal plan of action prior to each fiscal year, to be reviewed and approved by CRG.

II. STATEMENT OF WORK

- (1) Perform outreach and awareness activities, including, but not limited to:
 - Promote and service problem gambling helpline, create social media and web presence for safer gambling and gambling recovery services, conduct screening activities among special populations, host community education events
- (2) Advance self-exclusion in New Hampshire:
 - Advise New Hampshire's lottery/charitable/sport gambling entities to facilitate further development, visibility, and cross-operator coordination of the statewide self-exclusion system
- (3) Create a training and development program:
 - Develop and oversee a New Hampshire Problem Gambling Specialist (NHPGS) training and certification program, and host at least 12 hours of clinical training opportunities annually
- (4) Address health disparities in all aspects of work.
 - CRG strives to eliminate unfair health disparities among populations in New Hampshire. Eliminating health disparities requires (1) recognizing how social determinants of health, including poverty, discrimination, and inadequate housing, education, and economic opportunity, create barriers to healthcare and are borne particularly by Black and Latino residents and (2) allocating resources in a way that supports people of all backgrounds in reaching optimal health-related outcomes.
- (5) Prepare annual report of activities and expenditures
- (6) Prepare non-competing renewal plan and budget

III. INFORMATION REQUIRED IN PROPOSAL

PRIOR EXPERIENCE, KNOWLEDGE, AND QUALIFICATIONS (Maximum 750 words)

1. Describe how the Proposer will staff this engagement, including, but not limited to the anticipated positions for this contract and identities of individuals who will fill those positions. Describe individuals' gambling-related knowledge, skills and abilities, and anticipated duties.
2. Provide an organizational profile, including relevant experience with gambling-related clinical, prevention, and education and training services, and related qualifications, mission, and value statement.

PROPOSED ACTIVITIES (Maximum 750 words)

Describe your plans for the activities listed in the STATEMENT OF WORK. Clearly and concisely specify the anticipated events and activities you will support for each area, as well as the expected actions you will need to undertake to support those events and activities. Include a description of how you will address health disparities in our activities and plans. Include a description of how you will evaluate your progress and the success of your program, as well as how you will report this information to the CRG.

CONFLICTS OF INTEREST (Maximum 250 words)

Disclose any past or present accounts, relationships, other employment, or engagements that the Proposer or any partner, associate, member, or employee of the Proposer has or has had that might create a conflict of interest or the appearance of a conflict of interest in performing these capacity building and related services for CRG.

DETAILED BUDGET

Provide a detailed budget of anticipated spending, including, but not limited to, personnel, travel, administrative costs, technology, supplies, advertising, and consultants.

TRANSMITTAL LETTER

A complete and fully executed Transmittal Letter (see RFP Appendix A: Transmittal Letter) must be included in the proposal.

IV. SELECTION PROCESS

CRITERIA

The CRG will select a Proposer based upon criteria, standards contained in this RFP.

1. **Prior Experience, Knowledge, and Qualifications:** The CRG seeks to engage a highly qualified Proposer with extensive experience in providing gambling-related clinical, prevention, outreach, health disparities, and intervention services. The CRG seeks to engage a Proposer that includes representation of individuals with “lived experience” with gambling-related problems, such as individuals in recovery from Gambling Disorder.
2. **Proposed Activities:** The CRG seeks to engage a Proposer with a robust plan of activities that are appropriate for building up clinical, prevention, and intervention capacity for gambling harm in New Hampshire. Successful proposals will address all activities identified in the STATEMENT OF WORK and complement these requirements with related ideas and activities, including ways to address issues of health disparities.
3. **Cost:** The CRG seeks to retain a Proposer to complete the work at competitive government rates. Proposer is encouraged to provide a significant government discount from normal commercial rate charges. The CRG will not pay additional charges outside of the proposed budget.

EVALUATIVE STEPS

The CRG plans to use the following steps:

1. Initial evaluation of proposals;
2. Interview Proposers, at the sole discretion of the CRG;
3. Perform final evaluations of proposals.

The CRG reserves the right to:

1. Consider any source of information in evaluating proposals,
2. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the CRG,
3. Omit any planned evaluation step, if at the CRG’s discretion, the step is not needed,
4. Open contract discussions with the second highest scoring Proposer and so on, if the CRG is unable to reach an agreement on contract terms with the higher scoring Proposer(s),

5. Reject any and all proposals at its discretion and at any time; reject any parts of proposals; not award a contract; postpone or cancel this RFP; or solicit new proposals under a new acquisition process, and
6. Take whatever action is in the CRG’s best interest as determined by the CRG in its sole discretion.

V. SCHEDULE OF EVENTS

RFP RELEASED	December 14, 2020
RFP INQUIRY PERIOD	January 4, 2021
FINAL CRG RESPONSE TO PROPOSER INQUIRIES	January 14, 2021
SUBMISSION DATE	February 5, 2021 by 4:00 PM
INTERVIEWS	TBD
CONTRACT FINALIZATION	TBD
CONTRACT APPROVAL	TBD

VI. SUBMISSION INSTRUCTIONS

PROPOSAL SUBMISSION

Proposals submitted in response to this RFP must be received by the CRG no later than the time and date specified in the RFP SCHEDULE OF EVENTS. Proposals must be addressed to:

New Hampshire Lottery Commission
 14 Integra Drive
 Concord, New Hampshire 03301
 c/o Maura McCann

Proposals must be clear marked as follows:

New Hampshire Council for Responsible Gambling
 Response to RFP
Capacity Building & Related Services

Late submissions will not be accepted and will remain unopened. Delivery of proposal shall be at the Proposer’s sole expense. The CRG accepts no responsibility for mislabeled mail. Submitted proposals must consist of (1) original and one clearly identified copy of the proposal, including all required attachments, accompanied by the Transmittal Letter described in RFP Appendix A. The original and copy shall be bound separately, delivered in a sealed envelope, and permanently marked as indicated above. One copy of the proposed Transmittal Letter shall be signed by the official authorized to legally bind the Proposer and shall be marked “ORIGINAL.” A Proposer’s disclosure or distribution of its proposal other than to the CRG will be grounds for disqualification.

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, citing the RFP title, page, section and paragraph, and emailed to the following RFP Point of Contact:

Maura McCann
Council for Responsible Gambling
maura.mccann@lottery.nh.gov

The CRG assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible for acknowledging receipt. Inquiries received later than the Proposal Inquiry Period may not be considered properly submitted and not be considered at the discretion of the CRG. The CRG intends to issue official responses to properly submitted inquiries on or before the date specified in the RFP SCHEDULE OF EVENTS; however, this date may be subject to change at the CRG's discretion. The CRG might paraphrase questions for clarity. The CRG might revise the RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate at any time. Official responses to inquiries will be made by email.

NON-COLLUSION

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

VALIDITY OF PROPOSAL

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of proposals in RFP SCHEDULE OF EVENTS, or until the effective date of any resulting contract, whichever is later.

PROPERTY OF CRG

All material received in response to this RFP shall become the property of the CRG and will not be returned to the Proposer.

CONFIDENTIALITY

A proposal must remain confidential until the effective date (date of approval by the New Hampshire Governor and Council) of any resulting contract as a result of this RFP.

PUBLIC DISCLOSURE

Subject to applicable law or regulations governing confidentiality of State Records, including, but not limited to, the Right to Know Law, N.H. RSA Chapter 91-A, the content of all proposals shall become public information upon the effective date (date of approval by the New Hampshire Governor and Council) of any resulting contract.

PREPARATION COST

By submitting a proposal, a Proposer agrees that in no event shall the CRG 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.

INTERVIEWS

The CRG reserves the right to require Proposers to be available for interviews. Any and all costs associated with interviews shall be borne entirely by the Proposer.

AWARD

The CRG plans to execute a not-to-exceed contract under which all payments by the CRG during the term, shall not exceed a total price limitation. If a contract is awarded, the Proposer must obtain written consent from the CRG before any public announcement or news release is issued pertaining to any contract award. Such permission, at a minimum, will be dependent upon approval of the contract by the Governor and Executive Council of the State of New Hampshire.

CONTRACT WORK

The CRG makes no guarantee that any services will be purchased from any contract resulting from this RFP.

PROPOSAL SELECTION

Should the CRG be unable to reach agreement with a Proposer during contract discussions, the CRG may then undertake contract discussions with the second preferred Proposer and so on.

STATE OF NEW HAMPSHIRE AGREEMENT FORM NUMBER P-37

By submitting a proposal in response to this RFP, the Proposer agrees, if selected to enter into a contract with the CRG, to the conditions and terms of this RFP, and the State of New Hampshire Form P-37 (see Appendix B).

APPENDIX A: TRANSMITTAL LETTER

NEW HAMPSHIRE COUNCIL FOR RESPONSIBLE GAMBLING
CAPACITY BUILDING & RELATED SERVICES RFP

COMPANY NAME: _____

ADDRESS: _____

TO: NH Council for Responsible Gambling Point of Contact Maura McCann
Telephone (603) 271-7111
Email: maura.mccann@lottery.nh.gov

Dear Ms. McCann:

Proposer name: _____ hereby offers to provide to the New Hampshire Council for Responsible Gambling the capacity building and related services specified in the CAPACITY BUILDING & RELATED SERVICES RFP at an annual cost of \$ _____.

Proposer Signor: _____ is authorized to legally obligate.

Proposer Name: _____

We attest to the fact that:

The price quoted in the proposal was established without collusion with other eligible Proposers and without effort to preclude the CRG from obtaining the best possible competitive price; and the Proposer has read, signed, and included this RFP and any subsequent addendum.

Our official point of contact is _____, Title _____

Telephone: _____

Email: _____

Authorized signature printed: _____ Initials: _____

Authorized signature: _____

Date: _____

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
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		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

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

10.3 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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 and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.