



County of Cheshire Request for Proposals

Water Treatment Engineering Study for Cheshire County – Westmoreland Campus

Cheshire County is requesting a detailed proposal from qualified environmental engineering firms to perform a water study to evaluate the public water system for the Westmoreland campus. The full request for quotes is posted on the county website here:

<https://co.cheshire.nh.us/work-with-us/rfps/>.

Submissions and Timeline

1. RFP release date: April 2, 2026.
2. To receive RFP addendums, questions and answers, and any available additional documents to assist in preparing the proposals, please submit intent to apply notice by email containing name and email address to the person listed under the county contact information below. Intent to apply notice is not required to apply.
3. Questions must be submitted in writing via email to the person listed under the county contact information below no later than 12:00pm on April 19th 2026. Responses will be made available to all bidders within 2 business days.
4. **Project proposals are due by 12:00pm on April 30th 2026.** Proposals must be sent via PDF attachment to an email sent to the person listed under the county contact information below.
5. The estimated date for selection of contract awardee is May 7th 2026.
6. The estimated start date for contract is May 14th 2026.
7. Completion for the Water Study is August 15th 2026.
8. Presentation to County commissioners, County's review and acceptance of plan, contractor's incorporation of change requests between August 16th and September 15th 2026.
9. County commissioners final review and acceptance of the plan by October 15th, 2026.

County Contact Information

- Suzanne Bansley, Grants Manager, sbansley@co.cheshire.nh.us, 603-355-3023.

Scope of Work and Technical Requirements

Subcontractor shall evaluate the design, capacity, and performance of the Cheshire County Westmoreland Complex (Maplewood Nursing Home campus) water system's infrastructure to maintain compliance with regulatory standards and assess the system's ability to provide safe, reliable, and adequate drinking water to its users.

Specific tasks shall include:

1. Analysis of the system demand both historical and projected;
2. Evaluation of water supply involving capacity, existing sources, and potential new sources;
3. Water quality evaluation and comparison with the EPA and NH-DES standards;
4. Treatment facilities assessment of condition, capacity, and potential update or replacement;
5. Storage and distribution review;
6. Operations and maintenance review;
7. Regulatory review;
8. Vulnerability assessment in the event of an emergency, with consideration of backup power and redundancy, physical vulnerability, and cyber security;
9. A comprehensive capital improvement plan for each of the two possible solutions, replacing/upgrading the water treatment plant and for drilling new wells, and a pro and con comparison between the two.
10. Funding proposal for the proposed possible solutions, including cost estimates and a 20-year capital plan which identifies specific eligible funding sources (grants, loans, state programs, any other sources);
11. A public hearing and presentation of the final report to the County commissioners at a public meeting (estimated August 16 to September 15, 2026).

Specific deliverables include:

1. Comprehensive final report (engineering study and capital improvement plan) including data and information for all aspects of the scope of work outlined above.
2. PowerPoint/Slide handouts and in-person presentation to the commissioners at a public meeting.

Proposal Content

1. **Approach**: Describe how your organization will approach this project and accomplish the scope of work in terms of preparation, research, work flow and process, and communication with the County and its partners.
 - a. Include details regarding methodologies, number units/hours and rates for laborers/equipment, materials and supplies, and any other items to be used in the calculation and consideration of this proposal.
 - b. Describe warranties and/or guarantees offered for the work, materials, and/or services.
 - c. Disclose/list all subcontractors that you intend to use on this project, their scope of work, and the amount that is included in the price proposal to cover their work.
 - d. Ensure all aspects of the selection criteria are addressed in this section, if not clearly covered in another section.
 - e. The bidder may provide an alternate approach if the bidder feels that there is a better solution that can be offered.
2. **Schedule/timeline**: Indicate how long the project will take to complete and confirm that you are able to meet the project deadline. Provide a schedule with anticipated milestones from the execution of a contract through final completion of the project.

3. **Organizational description:** Provide a description of your organization’s history, staffing (education and relevant work experience), and products or services offered, as it relates to the scope of work in this RFP.
 - a. Indicate if the organization is a qualified disadvantaged business (DBE), women-owned, veteran-owned, or minority-owned.
 - b. Provide UEI and EIN registered to the applicant business.
 - c. Ensure all aspects of the eligibility requirements are addressed in this section.
4. **Example work:** Provide one or more examples, a brief description, and contact information (name, title, email, phone) for at least three projects similar to the scope of work in this RFP that your organization has undertaken in the past three (3) years. Example work may be provided in the form of an attachment to the proposal or as a web link to the source.
5. **Price Proposal:** Provide details and a total amount needed to complete the project according to the scope of services described above.
 - a. Provide units, rates, and extended cost for all cost categories, including, at a minimum, the following: labor (rate and number of hours), materials/supplies (rate and quantity), equipment (cost per equipment hour or another basis).
 - b. If providing an alternate approach, also supply an additional, separate price for it.
 - c. Type of contract: firm fixed price.
6. Signed and dated copy of Appendix D: “Contractor Assurances.”

Proposal Specifications

1. **Submit** 1 electronic file of the proposal in a single PDF file; all fonts shall be Times New Roman or Ariel, 12-point font, and in sentenced case.

Minimum Eligibility Requirements

1. Organization is registered with Sam.gov, has a verifiable UEI number and an unexpired registration date.
2. Organization and any key employees to work on the project are not debarred, suspended, or otherwise restricted from receiving federal funds.
3. Organization is registered as a licensed business.
4. Organization has the requisite certifications, licenses, degrees, diplomas, etc. necessary to legally and ethically perform the work.
5. Proposal contains all content required and addresses and/or acknowledges all aspects of the scope of work and technical requirements.

Selection Criteria

Before making its award or issuing a contract, the County shall consider the project proposal, work, and/or services or products delivered that best serves the needs and financial interests of the County. Organizations whose proposal meet the eligibility requirements will be evaluated and selected on the basis of the following criteria. Unless otherwise indicated, all criteria shall be evaluated with equal weight.

1. Approach is logical, reasonable, appropriate, and thorough; and can be realistically completed according to the scope of work in this RFP and the provided schedule in the organization's proposal.
2. Organization's experience with similar work and projects resulted in meeting client expectations with a high level of quality and craftsmanship.
3. Organization and employees to work on the project have excellent character, reputation, and judgment, relevant and adequate experience, education/training, knowledge, skills, and ability to perform the work and complete the project.
4. In the event of a tie, preference shall be extended to organizations that are known minority businesses, veteran-owned, women's business enterprises, and labor surplus area organizations.

The County reserves the right to reject any or all proposals, to award any proposal, to waive as an informality any irregularities on proposals received, and to omit any item or items as it may deem to be in the best interest of the County. The decision of the County shall be final and not subject to review or appeal.

Source of Funding

This project is supported by a Title I of the Housing and Community Development Act of 1974 (Community Development Block Grant from New Hampshire Community Development Finance Authority) as part of a federal pass-through award totaling \$25,000. The contents of this request for funding proposal are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by the grantor, their parent agency, or the U.S. Government. Approval and award of a contract is contingent upon the continued availability of funding to accomplish the project.

Federal Compliance

Contractor must agree to adhere to all applicable Federal guidelines including but not limited to: 1) Purchase of American-Made Equipment and Products 2) Environmental, Safety and Health Performance of Work 3) Affirmative Action and Pay Transparency Requirements.

Privacy, Confidentiality, and Publicity

Information provided through the application process is the responsibility of each applicant. Applicants agree not to hold Cheshire County, NH, its affiliates, members, partners, and staff liable for any losses, damages, costs, or expenses of any kind relating to the use or the adequacy, accuracy, or completeness of any information appearing in an application.

Depending on the individual circumstances of this RFP and applications, any or all parts of this process and corresponding submissions may be considered public information. Any confidential information, including trade secrets, shall be redacted or removed by the applicant prior to submission.

If awarded, be advised that the business/applicant's application information, name, statements, and other information provided during the award process may be used for promotional purposes in all forms and media and the business/applicant may be contacted by Cheshire County, NH for such purposes. Until notified, applicants must agree not to share any status as a finalist publicly, including but not limited to all social media platforms, news media, or local publications.

Conflict of Interest

Any employee, officer, or agent of Cheshire County participating in the selection, award, or administration of funds must disclose to the Board in writing if they have a real or apparent conflict of interest regarding any applying entities. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for funding. The officers, employees, and agents of Cheshire County may neither solicit nor accept gratuities, favors, or anything of monetary value from fund recipients. Cheshire County employees, officers, or agents with a conflict of interest must disclose the conflict in writing to the Board, recuse themselves of any vote pertaining to the contract, and dismiss themselves from any conversation(s) relating to a contract or its terms or conditions.

EEO/Affirmative Action Statement

This is an equal opportunity/ affirmative action agency. All qualified firms will receive consideration without regard to race, color, religion, creed, age, sex, or national origin. Consultant selection will be qualifications based, including experience with CDBG project regulations.



**County of Cheshire Request for Proposals
Water Treatment Engineering Study for Cheshire County – Westmoreland Campus
Site Photos**



Primary Filter Trane
Photo by Aaron Newman, March 2026



Carbon and sediment Filter Trane
Photo by Aaron Newman, March 2026



Clear Well and Pumping Station to Distribution System
Photo by Aaron Newman, March 2026



Control System and Data Logging.
Photo by Aaron Newman, March 2026



Raw Water Chemical Injection System
Photo by Aaron Newman, March 2026



Secondary Filter Trane
Photo by Aaron Newman, March 2026



250K Gallon Storage Tank
Photo by Aaron Newman, March 2026



Well Pump House and Chemical Injection
Photo by Aaron Newman, March 2026

Contractor Company Name: _____

In regards to the County of Cheshire Request for Proposals for a Water Treatment Engineering Study project at Cheshire County Westmoreland Complex (Maplewood Nursing Home campus), if awarded a subcontract to perform this work, as contractor, we provide the following assurances:

1. The project will be completed by the deadline of August 15, 2026 for the study and September 15, 2026 for the public hearing, presentation, and incorporation of any requested changes.
2. We will supply *all* equipment, materials, supplies, labor, and any other items or services necessary to complete the scope of work.
3. The work will result in a high-quality product and meet the specifications listed under Scope of Work and Technical Requirements.
4. We will make preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States as defined in 2 CFR §200.322 Domestic preferences for procurements.
5. We will complete and submit in a timely manner all documentation required by the County and its partners and funders.
6. We have or will obtain at our own cost general liability coverage with a limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; professional liability coverage with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; and worker's compensation coverage meeting State of NH required limits and providing employer's liability coverage. We will submit at the time a contract is executed a current certificate of insurance from a company licensed to issue such insurance in New Hampshire.
7. We are familiar with and will comply with the following federal rules, which are expressly applicable to this project. The complete terms and conditions have been shared with us and will be made part of the executed contract in the form of an attachment.
 - a. Davis-Bacon Requirements, all laborers and mechanics employed by the contractor in the performance of the scope of work of this proposal in excess of \$2,000 shall be paid wages at a rate not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act".
 - b. Purchase American-made equipment/products, to the greatest extent practicable.
 - c. Assurance of Environmental, Safety and Health Performance of Work.
 - d. We will comply with Affirmative Action and Pay Transparency Requirements.
8. We are registered with Sam.gov, have a verifiable UEI number and an unexpired registration date, and are prepared to provide a PDF download of the complete registration within two (2) business days of a contract offer. Further, we understand that an offer of a contract will be withdrawn if this registration cannot be supported with a copy of the active registration and/or will be terminated if it expires and is not renewed at any point during the contract term.
9. Neither the firm, nor any key employees who will work on the project are debarred, suspended, or otherwise restricted or prohibited from receiving federal funds.
10. We are registered as a licensed business.
11. We have the requisite certifications, licenses, degrees, diplomas, etc. required to legally and ethically perform the work.

Signature of Authorized Official

Printed Name and Title

Date

SUBCONTRACTOR AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the County of Cheshire located at 12 Court Street Keene, NH, 03431 (“County”), and **SUBCONTRACTOR**, (“Subcontractor”), located at [ADDRESS], federal ID of [EIN], and UEI# of [UEI].

The source of funds for the Agreement is from New Hampshire Community Development Finance Authority, Community Development Block Grant (“Funder”). This is not an appropriation of County general funds.

1) Term

The period of performance for this Agreement is **May 14, 2026 to October 31, 2026**.

2) Communications/Key Personnel

Communications regarding the fiscal nature of this Agreement, including invoices, budget, and contractual terms shall be directed towards the individuals named below as fiscal contacts. Communications regarding the nature of the program or project, goals, objectives, and/or deliverables funded by this Agreement shall be directed towards the individuals named below as program/project contacts. Contacts listed below may be revised through notice by email. A formal amendment to this Agreement is not required to revise contacts.

County of Cheshire

Fiscal contact:

Suzanne Bansley, Grants Manager
12 Court Street, Keene, NH 03431
603-355-3023
sbansley@co.cheshire.nh.us

Program/project contact:

Aaron Newman
201 River Rd, Westmoreland, NH 03467
603-399-7313
Anewman@co.cheshire.nh.us

[Subcontractor]

Fiscal contact:

[Primary Contact Name, Title]
[Address, City, State, Zip]
[Phone]
[Email]

Program/project contact:

[Primary Contact Name, Title]
[Address, City, State, Zip]
[Phone]
[Email]

3) Statement of Work

Subcontractor shall evaluate the design, capacity, and performance of the Cheshire County Westmoreland Complex (Maplewood Nursing Home campus) water system’s infrastructure to maintain compliance with regulatory standards and assess the system’s ability to provide safe, reliable, and adequate drinking water to its users.

1. Analysis of the system demand both historical and projected;
2. Evaluation of water supply involving capacity, existing sources, and potential new sources;
3. Water quality evaluation and comparison with the EPA and NH-DES standards;
4. Treatment facilities assessment of condition, capacity, and potential update or replacement;

5. Storage and distribution review;
6. Operations and maintenance review;
7. Regulatory review;
8. Vulnerability assessment in the event of an emergency, with consideration of backup power and redundancy, physical vulnerability, and cyber security;
9. A comprehensive capital improvement plan for each of the two possible solutions, replacing/upgrading the water treatment plant and for drilling new wells, and a pro and con comparison between the two.
10. Funding proposal for the proposed possible solutions, including cost estimates and a 20-year capital plan which identifies specific eligible funding sources (grants, loans, state programs, any other sources);
11. A public hearing and presentation of the final report to the County commissioners at a public meeting (estimated August 16 to September 15, 2026).

4) Deliverable Items

Subcontractor commits to work with the County of Cheshire’s grants department and finance department to comply with their accounting principles, grants management policies and procedures, the Funder’s grant agreement/contract guidelines, and the work plan of the grant that funds this Agreement. This will include, but not be limited to:

- A. Comprehensive final report (engineering study and capital improvement plan) including data and information for all aspects of the scope of work outlined above.
- B. PowerPoint/Slide handouts and in-person presentation to the commissioners at a public meeting.
- C. PowerPoint/Slide handouts and in-person presentation to the commissioners at a public meeting;
- D. Invoices that follow the format and requirements—including a summary of work performed—as described in the Financial Obligation and Payment section of this Agreement.

5) Financial Obligation and Payment

The budget for this Agreement is fixed firm with limit and payment schedule as identified below. Subcontractor must submit an invoice to request payments. Final payment will be made upon completion and delivery of all deliverables.

Service Period	Invoice Due	Estimated Qtr Pyt Date	Amount
05/14/2026-08/15/2026 (or upon completion of plan)	08/15/2026	09/15/2026	[\$XX,XXX.00]
08/16/2026-10/31/2026 (or upon final plan acceptance)	10/31/2026	11/30/2026	[\$XX,XXX.00]
		Total	[\$XXX,XXX.00]

a. Invoice Format & Requirements

Subcontractor will submit invoices to the County's contractual/fiscal agent listed in Communications. Invoices shall contain the billing period and the agreed upon payment amount and a progress report as described below shall accompany the invoice.

b. Summary of Work Performed

Subcontractor invoices must include an attached thorough statement of progress made on project deliverables and a description of work performed during the billing period. Subcontractor may use their own format or the County will provide a progress report template upon request to use especially for this purpose.

c. Due Date

To ensure prompt payment, invoices are due by the tenth (10th) of each month for the prior month's expenses (for example, November expenses must be submitted by December 10th) or by the tenth (10th) of the month following the quarter-end for the previous quarter's expenses. Invoices submitted after the 10th of the month, but before the end of Agreement period, will experience a delay in payment. All invoices for services must be submitted within ten (10) calendar days of the end of the Agreement period or payment will not be made to the Subcontractor. Subcontractor may request an extension for the final invoice due date. Approval of an extension is based on the agreement/contract the County has with the Funder.

d. Payment of Invoices, Interest, and Late Fees

The County will issue payment to the Subcontractor within thirty (30) calendar days of receipt of an invoice. The County will do everything it can to efficiently process and pay invoices; however, it will not be liable for late payments and Subcontractor is not entitled to receive payment of interest and/or late fees.

e. Appropriation of Funds

This Agreement is entered into because of certain specific funds that have been awarded to the County. The continuation of this Agreement and payments hereunder shall be subject to the availability of funds to the County under the prime award. This is not an appropriation of County general funds. The County shall have no obligation to reimburse any party for expenses made outside the guidelines of the grant and/or not in accordance with the Funder's policies or grant terms. The County shall have no obligation to reimburse any party for expenses made not in accordance with this Agreement. In the event that the funding is withdrawn, suspended, or delayed by the Funder, the County represents only that it will advance reimbursement requests in good faith in accordance with the Funder's policy. The County shall have no obligation to make the Subcontractor whole should such reimbursement be denied. All obligations of the parties shall end upon the time noted in this Agreement or the date on which grant funds are exhausted or are no longer available. In such instances, the County will provide timely notice to the Subcontractor.

6) Assignment and Subcontracting

The rights, obligations, and responsibilities established herein shall not be assigned, delegated, or transferred by the Subcontractor without the express written consent of the county fiscal contact. The Subcontractor shall obtain approval from the County fiscal contact prior to incurring any costs or executing any contract(s). The County fiscal contact shall review and approve any agreement(s) to employ subcontractor(s) for any work required under this Agreement. If subcontractors are approved, they must comply with all provisions of this Agreement; including invoices and backup documentation that meet the terms under the Financial Obligation and Payment section.

- a. The Subcontractor must check the Excluded Parties List System within the System for Award Management to ensure that individuals or entities they subcontract with are not prohibited from receiving federal funds.
- b. The Subcontractor must take all necessary affirmative steps to assure that minority businesses, veteran-owned, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps are outlined in 2 CFR §200.321 Contracting with small and minority businesses, veteran-owned, women's business enterprises, and labor surplus area firms.
- c. The Subcontractor must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States as defined in 2 CFR §200.322 Domestic preferences for procurements.

7) Legal Compliance

By execution of this Agreement, the Subcontractor certifies that it is currently in compliance with all applicable federal, state, and/or local laws, statutes, regulations, rules, executive orders, and/or other legal instrument; as amended, revised, and/or updated; and that it will remain in compliance during the term of this Agreement. Subcontractor will disclose to the County any legal violations that occur during the term of this Agreement. This includes, but is not limited to: adherence to all nondiscrimination and civil rights laws; requirement to report potential fraud, waste, and abuse, and similar misconduct; and whistleblower protections, as well as the Federal Transit Administration (FTA). Further, it is the responsibility of the Subcontractor to know, understand, apply, and enforce any and all applicable statutes, laws, regulations, rules, executive orders, and any other orders of federal, state, and/or local authorities that applies to the Subcontractor's organization, employees, customers/clients, and/or the services provided under this statement of work.

8) Certification Regarding Debarment, Suspension and Other Responsibility Matters

By execution of this Agreement, Subcontractor certifies to the best of its knowledge and belief, that at the time of execution of this Agreement, it and its principals:

-) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
-) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or a contract under a public transaction; violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

) Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

) Have not within a three-year period preceding the execution of this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

9) Anti-Lobbying

By execution of this Agreement, Subcontractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Subcontractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Agreements of \$100,000 or more require SF-LLL Disclosure of Lobbying Activities to be executed and made an attachment to this Agreement.

10) Data and Information Sharing

The County will make available to Subcontractor any and all documents and information necessary to be reviewed by Subcontractor in order to deliver the services as applicable. The County will make available to Subcontractor any data or information necessary to the successful completion of the project, as mutually agreed upon by the County, Subcontractor and project partners. This provision shall survive the term of this Agreement.

11) Proprietary Information

For purposes of this Agreement the term “proprietary information” includes any information pertaining to client records, protected health information, client lists, the business methods, business policies, procedures, trade secrets, inventions, techniques or other knowledge or processes of, or developed by, Cheshire County or any of its partners related to this Agreement, and any other confidential information relating to the business operations or activities of Cheshire County, whether created by the Subcontractor, made known to the Subcontractor, or learned or acquired by the Subcontractor in the course of performing this Agreement. The Subcontractor acknowledges that its engagement with Cheshire County involves the performance of services of a special or unique character and brings it in contact with proprietary information and that the relationships between Cheshire County and its employees, agents, and clients constitute a valuable asset of Cheshire County. The Subcontractor therefore agrees: (i) that all proprietary information is the exclusive property of Cheshire County (or its partners accordingly) and that the Subcontractor will keep secret all proprietary information and will not use proprietary information for its benefit or disclose proprietary information to, or use it for the benefit of, anyone outside of Cheshire County, either during or after its engagement by Cheshire County; and (ii) that the Subcontractor will deliver promptly to Cheshire County upon the termination or expiration of this Agreement, or at any time Cheshire County requests, all memoranda, notes, documentation, data, listings, records, reports and other tangible

manifestations of the proprietary information (and all copies thereof) that the Subcontractor may then possess or have under its control.

Upon termination of this Agreement, Subcontractor shall transfer, assign and make available to the County, or its representatives, all property and materials in its possession or control belonging to the County and paid for by the County. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, Subcontractor and the County agree that for the purposes of this order the material shall be a work made for hire and the property of the County. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then in such event Subcontractor hereby assigns all right, title and interest to said material to the County for the fees specified herein. Any material(s) not selected by the County remain the intellectual property of the Subcontractor.

12) Insurance

During the term of this Agreement and any extension, the Subcontractor shall obtain and maintain in force at its sole expense, and shall require any subcontractor, subgrantee or assignee performing work under this Agreement to obtain and maintain in force, the following insurance. Subcontractor shall, upon execution of this Agreement and upon any renewal of any insurance coverage required by this Agreement, furnish certificates of insurance or other proof of insurance to the County for the following insurance.

- a) General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident. Subrecipient's general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation outlined in the Agreement;
- b) Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Agreement, meeting State of New Hampshire's required limits.

13) Independent Contractor

The relationship between the parties shall be that of independent contractors. No employees or staff of the Subcontractor shall be entitled to any benefits applicable to employees of County. The County will not withhold any federal or state income or employment taxes and the Subcontractor must file any applicable tax returns and forms. Subcontractor income will be provided by the County as requested and as required by law. Neither party is authorized or empowered to act as an agent for the other for any purpose and shall not on behalf of the other, enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other party. This provision shall survive the term of this Agreement.

14) Indemnification

The Subcontractor shall defend and indemnify Cheshire County and its officers, directors, employees, agents, and volunteers harmless from and against any and all losses, claims, damages, liabilities, obligations, penalties, judgments, awards, costs, expenses and disbursements, causes of action, and interest, including without limitation, the costs, expenses

and disbursements as and when occurred, of investigating, preparing, or defending any action, suit or proceeding, but only to the extent caused by, related to, or based upon or arising out of Subcontractor's material breaches of their obligations under this Agreement, or their gross negligence or willful, wanton, and reckless conduct in performing their duties or responsibilities under this Agreement. In addition, and regardless of respective fault, the Subcontractor shall defend and indemnify Indemnified Parties for any cost, expenses or liabilities arising out of a claim, charge or determination that the Subcontractor's officers, employees, subcontractors, or agents are employees of the Indemnified Parties; including but not limited to claims or charges for benefits, wages, fees, penalties, withholding, damages or taxes brought in connection with laws governing worker's compensation, unemployment compensation, social security, Medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship. The Subcontractor's obligations to defend and indemnify the Indemnified Parties shall survive the term of this Agreement, Cheshire County shall not be required to defend or indemnify the Subcontractor.

15) Modification

Any modification to change the terms or conditions of this Agreement shall be valid only if the change is made in writing and signed by mutual agreement of authorized representatives of the parties hereto. The Subcontractor assumes complete individual liability for any deviation from the statement of work or any activity in which it is involved in any respect, which has not been previously approved or subsequently modified in writing by both parties, whether physical, psychological or emotional, to any participant of Cheshire County, and indemnifies and holds all of those aforementioned entities and individuals harmless against liability arising from the same.

16) Event of Default or Breach & Remedies

Any one or more of the following acts or omissions of the Subcontractor shall constitute an Event of Default/Breach of Contract: failure to perform the services satisfactorily or on schedule; failure to submit any report required; and/or failure to perform any other covenant, term, or condition of this Agreement. Upon the occurrence of any Event of Default, the County may take any one, or more, or all, of the following actions: give the Subcontractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement. The portion of the Agreement price, which would otherwise accrue to the Subcontractor during the period from the date of such notice until such time as the County determines that the Subcontractor has cured the Event of Default shall not be paid to the Subcontractor; set off against any other obligations the County may owe to the Subcontractor for any damages the County suffers by reason of any Event of Default; and/or treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

17) Termination

The County and/or Subcontractor may terminate this Agreement with or without cause by giving thirty (30) calendar days written notice to the other party. Cheshire County may terminate this Agreement immediately and without prior notice in the event of, (i) a material breach of this Agreement, (ii) willful or gross neglect or misconduct (including without limitation the

commission of any dishonest or fraudulent act) by the Subcontractor in the course of carrying out its duties under this Agreement, (iii) the occurrence of any event that, in the sole opinion of Cheshire County jeopardizes the health, safety, or welfare of any person, (iv) the suspension, revocation or impairment of any license or certification of the Subcontractor as necessary to perform this Agreement, or (v) non-compliance of the Subcontractor with the requirements of liability insurance provisions as set forth in this Agreement.

Subcontractor shall be entitled to reimbursement for all allowable costs incurred to the date of termination after evaluation of work completed to such date, and deliverables provided in accordance with the Deliverable Items. Subcontractor shall, upon receipt of notice to terminate or upon their determination to terminate, immediately cease incurring costs under this Agreement, and take action to cancel all outstanding obligations that can be reasonably cancelled. Subcontractor shall, within thirty (30) calendar days of the effective date of the termination, submit a termination claim to the County.

If the County terminates the Agreement, Subcontractor shall be entitled to reimbursement for all non-cancellable obligations up to, but not to exceed, the lesser of either the estimated cost of this Agreement, or the amount of grant funds available.

Cheshire County shall be entitled to continue to bill and collect, on behalf of and in the name of the Subcontractor, all accounts receivables derived from services provided by the Subcontractor prior to termination or expiration of this Agreement.

This provision shall survive the term of this Agreement.

18) Injunctive Relief

The Subcontractor acknowledges and agrees that Cheshire County may suffer irreparable damages if the Subcontractor breaches this Agreement and that such damages may be difficult to quantify. The Subcontractor further agrees that Cheshire County may file an action for injunctive relief to enforce the terms of this Agreement against the Subcontractor, in addition to any other remedy Cheshire County may have.

19) Severability

If any clause, sentence, provision or other portion of this Agreement is or becomes illegal, null, void, or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions of this Agreement shall continue to be valid and enforceable as to the parties hereto, unless the parties agree that such a clause, sentence, provision, or other portion of this Agreement is of sufficient materiality to require amendment or termination of this Agreement.

20) Entire Agreement of the Parties

This Agreement, including all attachments and amendments relating to said Agreement, represents the complete understanding of the parties, with regard to the subject matter and shall supersede any other agreements or understandings between the parties, whether oral or written,

