



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

144 A <sup>me</sup>

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

February 8, 2023

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** amendment to an existing contract (Contract #8002916) with Katahdin Property Services LLC (VC#369019), Dover-Foxcroft, ME for snowplowing services by increasing the price limitation by \$12,960.02 from \$1,412,441.00 to \$1,425,371.02, adding three new locations, removing four locations, and increasing pricing for seven locations effective upon Governor and Council approval for the period November 1, 2022 through July 31, 2024. The original contract (Contract #8002916) was approved by the Commissioner of the Department of Administrative Services on August 2, 2021, and most recently amended with approval of the Commissioner of the Department of Administrative Services approval on May 10, 2022.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

As previously stated, the original contract (Contract #8002916) was approved by the Commissioner of the Department of Administrative Services on August 2, 2021. It was then subsequently amended with the Commissioner of the Department of Administrative Services approval on September 09, 2021; on October 29, 2021; on November 30, 2021; and on May 10, 2022.

This amendment is **Retroactive** because of economic impacts the snowplow industry faced during the fall and early winter months of 2022, forcing several contractors to request increases against their fixed price agreements with the State. The Department of Administrative Services, through the Bureau of Purchase and Property after consultation with the Department of Justice, allowed the cancelation of nine locations under this contract (Contract #8002916) and allowed the incumbent contractor (Katahdin Property Services LLC) to respond to the resultant request for bid. The Bureau of Purchase and Property issued a request for bid (RFB) 2686-23 on October 21, 2022, with responses due on November 1, 2022. This RFB reached two hundred and

six vendors through the NIGP electronic sourcing platform with an additional twenty-three vendors directly sourced. There were six responses received with Katahdin Property Services LLC submitting the lowest compliant pricing for nine of the seventeen locations. This amendment upon approval by the Governor and Council will add three new locations, increase pricing on seven locations, and remove four locations on the existing contract (Contract #8002916).

The Bureau of Purchase and Property issued two additional requests for bid during the months of November and early December based on agency directed changes to the scope of work. The first RFB (2709-23) was issued on November 8, 2022, with responses due on November 17, 2022. This RFB reached one hundred and two vendors through the NIGP electronic sourcing platform with an additional twenty-three vendors directly sourced. The Bureau issued the second RFB (2716-23) on December 5, 2022, with responses due on December 15, 2022. This RFB reached one hundred and one vendors through the NIGP electronic sourcing platform with an additional twenty-three vendors directly sourced. Katahdin Property Services LLC provided responses, however was not the low bidder on any of the locations. The award of these bids resulted in the removal of four locations held under the original contract (Contract #8002916).

Due to market volatility and current economic conditions, this amendment reflects an increase of \$127,754.02 with a remaining unencumbered balance forward of \$114,794 resulting in a net change of \$12,960.02 compared to the current contract (Contract #8002916) price limitation. Upon approval, this amendment will ensure State agencies will be able to continue operating efficiently and safely throughout New Hampshire's winter season.

| <b>Contract financials</b>                    |                        |
|---|------------------------|
| <b>Previous price limitation</b>              | <b>\$1,412,411.00</b>  |
| <b>Remaining unencumbered balance</b>         | <b>\$ (114,794.00)</b> |
| <b>Apply contract increase this amendment</b> | <b>\$ 127,754.02</b>   |
| <b>Net change this amendment</b>              | <b>\$ 12,960.02</b>    |
| <b>New recommended price limitation</b>       | <b>\$1,425,371.02</b>  |

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract amendment with Katahdin Property Services LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

**FIFTH AMENDMENT TO THE CONTRACT  
BETWEEN KATAHDIN PROPERTY SERVICES LLC  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SNOW PLOWING SERVICES  
CONTRACT # 8002916**

This Fifth Amendment (hereinafter referred to as the "Amendment"), dated this 2nd day of February 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Katahdin Property Services LLC, (hereinafter referred to as "the Contractor") for snow plowing services.

WHEREAS, pursuant to an agreement effective August 2, 2021, amended by the First Amendment on September 9, 2021, Second Amendment on October 29, 2021, Third Amendment on November 30, 2021, Fourth Amendment on May 10, 2022 and set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain snow plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$1,425,371.02

2. Amend Exhibit B; Add Locations and Site-Specific Snow Removal Requirements for the following:

State Police Troop F / DMV – 549 Rte 302 Twin Mountain, NH – Effective November 1, 2022

- Snow plowing services as needed to ensure that no more than 2 inches of snow have accumulated in travel lanes. Contractor shall shovel, sand, and/or salt all public and employee access areas and walkways to ensure that they are kept clear of snow and ice each time the parking lot is plowed throughout the day. Walkways shall be kept clear of snow and ice from 7:30 AM to 5 PM. Salt and sand barrels shall be placed at the building entrances and exits each plow season no later than November 1 and removed no later than May 5. The Contractor shall be responsible for filling them. For spring cleanup, the Contractor shall repair any damages.

DES Dams Bureau – 72 Silk Farm Road Concord, NH - Effective November 1, 2022

- Contractor shall commence snowplow operations any day Monday – Sunday no later than 6:00 AM, to ensure the following: Approximately 72,000 square feet of paved parking and drive aisle area (including concrete aprons and loading dock at 70 Silk Farm Road) is cleared. Approximately 23,000 square feet of gravel parking and drive aisle area is cleared. The Contractor agrees to return to the location as needed during a storm to ensure no more than 3 inches of snow accumulation. Snow piling in front of stored equipment and parked vehicles is not allowed, however, snow piling may occur, if necessary, during a storm, along the perimeter of the paved or gravel parking and drive aisle areas. Within 24 hours of a storm's end all snow shall be piled between the gravel parking and drive aisle area and the perimeter fence on the west side of 72 Silk Farm Road. Sand and/or salt shall be applied to all plowed areas as necessary to ensure they are kept clear of snow and ice hazards. State personnel may contact

Contractor for additional salt application as necessary. The use of State equipment is not allowed.

DES Water Shed - 70 Silk Farm Road Concord, NH - Effective November 1, 2022

- Contractor shall commence snowplow operations any day Monday – Sunday no later than 6:00 AM, to ensure the following: Approximately 72,000 square feet of paved parking and drive aisle area (including concrete aprons and loading dock at 70 Silk Farm Road) is cleared. Approximately 23,000 square feet of gravel parking and drive aisle area is cleared. The contractor agrees to return to the location as needed during a storm to ensure no more than 3 inches of snow accumulation. Snow piling in front of stored equipment and parked vehicles is not allowed, however, snow piling may occur, if necessary, during a storm, along the perimeter of the paved or gravel parking and drive aisle areas. Within 24 hours of a storm's end all snow shall be piled between the gravel parking and drive aisle area and the perimeter fence on the west side of 72 Silk Farm Road. Sand and/or salt shall be applied to all plowed areas as necessary to ensure they are kept clear of snow and ice hazards. State personnel may contact Contractor for additional salt application as necessary. The use of State equipment is not allowed.

3. Amend Exhibit B; Remove the following locations and Site-Specific Snow Removal Requirements:

- Plymouth Readiness Center– 19 Armory Road Plymouth, NH - Effective date of cancelation November 1, 2022
- Army Aviation Support Facility Parking– 26 Regional Drive Concord, NH – Effective date of cancelation December 31, 2022
- Army Aviation Support Facility Tarmac- 26 Regional Drive Concord, NH – Effective date of cancelation December 31, 2022
- Gorham Regional Offices– 80 Glen Road Gorham, NH – Effective date of cancelation shall be February 28, 2023

4. Amend Exhibit B; Change Site Specific Snow Removal Requirements for the following locations:

NHES Claremont – 404 Washington Street Claremont, NH - Effective November 1, 2022

- All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 6:30 AM Monday through Friday and by 9:00 AM on weekends and holidays unless otherwise specified. During business hour storms the Contractor shall provide snow plowing service as needed to ensure that no more than 2 inches have accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed. If under 2 inches of snow has accumulated Contractor shall provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of snow and ice hazards by 7:00 AM. There is no minimum amount of ice before all parking spaces and travel lanes shall be treated. No pushing snow against the building. The expectation during a snowstorm is for black and wet pavement in the travel lanes and empty parking spaces, and 24 hours after the snowstorm, all travel lanes and parking spaces have black and dry pavement. If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the Contractor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways. Snow piling in Handicap spaces is prohibited. All Handicap spaces shall be completely clear of snow and ice at all times, with the exception that there is a car parked in them. Snow piling in travel lanes is prohibited. Snow piling in parking

spaces are not to exceed five percent (5%) of total parking spaces. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than five percent (5%) of the parking lot, the Contractor may be asked to remove the snow off site. The State shall allow the Contractor to store equipment on site per pre-arrangement with the State when space is available. Plowing snow onto walkways is prohibited, Contractor is responsible for removal of any snow plowed onto sidewalks. Contractor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants. Contractor may be called in for ice or snow removal at any time between storms for the following conditions: snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snowstorm. For spring cleanup, the Contractor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris after all the snow is melted. Primary business hours are 6:30 AM to 6:30 PM Monday through Friday.

NHES North Conway – 518 White Mountain HWY North Conway, NH - Effective November 1, 2022

- All parking spaces shall be useable by 6:30 AM Monday through Friday. NHES' primary business hours are from 6:30 AM to 6:30 PM Monday through Friday. Location has three lots that must be cleared during business hours. Contractor shall provide snow plowing services as needed to ensure that no more than two inches have accumulated in travel lanes. Contractor shall shovel, sand, and/or salt all public and employee access areas and walkways to ensure that they are kept clear of snow and Ice hazards each time the parking lot is plowed. Salt and sand barrels shall be placed at the building entrances and exits each plow season. Barrels shall be placed no later than November 1 and removed no later than May 15. The Contractor shall be responsible for filling them. Snow must be removed within two business days alter the storm ends. Contractor shall clear snow away from generators, HVAC units, dumpsters, and propane tanks in order to provide un-obstructed access to and from units each time parking lot is plowed. The location has a generator; the snow must be cleared away from the fencing of the generator and the generator itself. Contractor shall remove snow slough-off from metal roof, snow and ice accumulating under windows from roof, and ice build -up on fascia area as needed at the request of the agency (snow removal services for snow slough-off shall be billed in accordance with the Contract terms at the agency discretion).

5. Amend Exhibit C Method of Payments; Add the following locations:

| Location Name                                     | Address To Be Serviced         | November 2022<br>-<br>April 2023             | October 2023<br>-<br>April 2024              |
|---|--------------------------------|--|--|
| State Police Troop F / DMV                        | 549 Rte. 302 Twin Mountain, NH | \$25,000.00 – Annual<br>\$4,166.67 - Monthly | \$25,000.00 – Annual<br>\$3,571.43 - Monthly |
| DES Dams Bureau                                   | 72 Silk Farm Road Concord, NH  | \$30,000.00 - Annual<br>\$5,000.00 - Monthly | \$30,000.00 - Annual<br>\$4,285.71 - Monthly |
| DES Water Shed                                    | 70 Silk Farm Road Concord, NH  | \$30,000.00 - Annual<br>\$5,000.00 - Monthly | \$30,000.00 - Annual<br>\$4,285.71 - Monthly |
| Total Increase Annual                             |                                | \$85,000.00                                  | \$85,000.00                                  |
| Section #5 Total Increase Remaining Contract Term |                                |  | \$170,000.00                                 |

6. Amend Exhibit C Method of Payments; Remove the following locations:

| Location Name                                      | Address To Be Removed            | November 2022<br>-<br>April 2023   | October 2023<br>-<br>April 2024 |
|--|----------------------------------|--|---------------------------------|
| Plymouth Armory                                    | 19 Armory Road<br>Plymouth, NH   | \$10,000 – Annual<br>\$1,428.57 – (Oct. Payment)<br>\$8,571.43 – Reduction         | \$10,000.00 - Reduction         |
|  |                                  | December 31, 2022<br>-<br>April 2023   | October 2023<br>-<br>April 2024 |
| Army Aviation Support Facility                     | 26 Regional Drive<br>Concord, NH | \$58,000.00 – Annual<br>\$24,857.16 – (Oct-Dec Payment)<br>\$33,142.84 – Reduction | \$58,000.00 – Reduction         |
| Gorham Regional Offices                            | 80 Glen Road<br>Gorham, NH       | \$6250.00 – Annual<br>\$4,464.29 – (Oct-Feb Payment)<br>\$1,785.71 - Reduction     | \$6,250.00 - Reduction          |
| Total Reduction Annual                             |                                  | (\$43,499.98)  | (\$74,250.00)                   |
| Section #6 Total Reduction Remaining Contract Term |                                  |  | (\$117,749.98)                  |

7. Amend Exhibit C Method of Payments; Amend the following locations:

| Location Name                          | Address To Be serviced                 | Updated Pricing<br>November 2022<br>-<br>April 2023  | Updated Pricing<br>October 2023<br>-<br>April 2024 |
|--|--|--|--|
| Belmont State Police                   | 3 Higgins Road Belmont,<br>NH          | \$13,000.00 - Annual<br>\$11,928.57 – Nov – April<br>\$1,071.43 – (Oct. Payment)<br>\$1,988.10 – Mo. Bal Forward | \$13,000.00 - Annual<br>\$1,857.14 – Monthly       |
| NHES Claremont<br>*Per occurrence opt. | 404 Washington Street<br>Claremont, NH | \$9,000.00 - Annual<br>\$8,214.29 – Nov – April<br>\$785.71 - (Oct. Payment)                                     | \$9,000.00 - Annual<br>\$1,285.72 - Monthly        |

|   |  |  |  |
|---|--|--|--|
|   |  | \$1,369.05 – Mo. Bal Forward   |  |
| Monadnock Mills<br>Claremont                      | 17 Water Street<br>Claremont, NH         | \$9,000.00 – Annual<br>\$8,285.71 – Nov – April<br>\$714.29 - (Oct. Payment)<br>\$1,369.05 – Mo. Bal Forward     | \$9,000.00 – Annual<br>\$1,285.72 - Monthly  |
| Franklin Readiness<br>Center                      | 300 South Main Street<br>Franklin, NH    | \$18,500.00 – Annual<br>\$16,785.71 – Nov – April<br>\$1,714.29 - (Oct. Payment)<br>\$2,797.62 - Mo. Bal Forward | \$18,500.00 – Annual<br>\$2,642.86 - Monthly |
| Hillsborough Readiness<br>Center                  | 140 West Main Street<br>Hillsborough, NH | \$16,000.00 – Annual<br>\$14,571.43 – Nov – April<br>\$1,428.57 - (Oct. Payment)<br>\$2,428.57 - Mo. Bal Forward | \$16,000.00 – Annual<br>\$2,285.72 - Monthly |
| Jaffrey-Peterborough<br>Circuit Court             | Rte. 202 Jaffrey, NH                     | \$17,000.00 – Annual<br>\$15,478.71 – Nov – April<br>\$1,571.29 - (Oct. Payment)<br>\$2,571.45 - Mo. Bal Forward | \$17,000.00 – Annual<br>\$2,428.57 - Monthly |
| NHES Conway                                       | 518 White Mountain<br>Highway Conway, NH | \$19,000.00 – Annual<br>\$17,178.71 – Nov – April<br>\$1,821.29 - (Oct. Payment)<br>\$2,863.12 - Mo. Bal Forward | \$19,000.00 – Annual<br>\$2,714.29 - Monthly |
| Total Increase Annual                             |  | \$37,752.00  | \$37,752.00                                  |
| Section #7 Total Increase Remaining Contract Term |  |  | \$75,504.00                                  |

|  |                |
|--|----------------|
| Previous Total Price Limitation        | \$1,412,411.00 |
| Remaining Unencumbered Balance         | \$114,794.00   |
| Apply Contract Increase This Amendment | \$127,754.02   |
| Net Change This Amendment              | \$12,960.02    |
| New Total Price Limitation             | \$1,425,371.02 |

8. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 2, 2021, shall remain in full force and effect.

**KATAHDIN PROPERTY SERVICES LLC**

**STATE OF NEW HAMPSHIRE**

By: Richard McCue

Richard McCue

(Print Name)

Title: Contract Manager/Owner

Date: 02/02/23

By: 

Charles M. Arlinghaus

(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 2-2-23

**OFFICE OF THE ATTORNEY GENERAL**

By: 

(Print Name)

Title: Attorney

Date: 2/3/2023

The foregoing contract was approved by the  
Governor and Council of New Hampshire on

\_\_\_\_\_.

Signed: \_\_\_\_\_

(Print Name)

Title: \_\_\_\_\_

**Amendment Summary: Contract #8002916 Snowplow Services  
Katahdin Property Services LLC**

New Locations:

| Location Name                          | Address To Be Serviced         | November 2022<br>-<br>April 2023             | October 2023<br>-<br>April 2024              |
|--|--------------------------------|--|--|
| State Police Troop F / DMV             | 549 Rte. 302 Twin Mountain, NH | \$25,000.00 – Annual<br>\$4,166.67 - Monthly | \$25,000.00 – Annual<br>\$3,571.43 - Monthly |
| DES Dams Bureau                        | 72 Silk Farm Road Concord, NH  | \$30,000.00 - Annual<br>\$5,000.00 - Monthly | \$30,000.00 - Annual<br>\$4,285.71 - Monthly |
| DES Water Shed                         | 70 Silk Farm Road Concord, NH  | \$30,000.00 - Annual<br>\$5,000.00 - Monthly | \$30,000.00 - Annual<br>\$4,285.71 - Monthly |
| Total Increase Annual                  |                                | \$85,000.00                                  | \$85,000.00                                  |
| Total Increase Remaining Contract Term |                                |  | \$170,000.00                                 |

Location Removal:

| Location Name                  | Address To Be Removed         | November 2022<br>-<br>April 2023   | October 2023<br>-<br>April 2024 |
|--------------------------------|-------------------------------|--|---------------------------------|
| Plymouth Armory                | 19 Armory Road Plymouth, NH   | \$10,000 – Annual<br>\$1,428.57 – (Oct. Payment)<br>\$8,571.43 – Reduction | \$10,000.00 - Reduction         |
|                                |                               | December 31, 2022<br>-<br>April 2023                                       | October 2023<br>-<br>April 2024 |
| Army Aviation Support Facility | 26 Regional Drive Concord, NH | \$58,000.00 – Annual<br>\$24,857.16 – (Oct-Dec Payment)                    | \$58,000.00 – Reduction         |

|   |                            |   |                        |
|---|----------------------------|---|------------------------|
|   |                            | \$33,142.84 –Reduction  |                        |
| Gorham Regional Offices                 | 80 Glen Road<br>Gorham, NH | \$6250.00 – Annual<br>\$4,464.29 – (Oct-Feb<br>Payment)<br>\$1,785.71 - Reduction | \$6,250.00 - Reduction |
| Total Reduction Annual                  |                            | (\$43,499.98)   | (\$74,250.00)          |
| Total Reduction Remaining Contract Term |                            |   | (\$117,749.98)         |

Location Changes:

| Location Name                          | Address To Be serviced                 | Updated Pricing<br>November 2022<br>–<br>April 2023   | Updated Pricing<br>October 2023<br>–<br>April 2024 |
|--|--|---|--|
| Belmont State Police                   | 3 Higgins Road Belmont,<br>NH          | \$13,000.00 - Annual<br>\$11,928.57 – Nov –<br>April<br>\$1,071.43 – (Oct.<br>Payment)<br>\$1,988.10 – Mo. Bal<br>Forward | \$13,000.00 - Annual<br>\$1,857.14 –<br>Monthly    |
| NHES Claremont<br>*Per occurrence opt. | 404 Washington Street<br>Claremont, NH | \$9,000.00 - Annual<br>\$8,214.29 – Nov –<br>April<br>\$785.71 - (Oct.<br>Payment)<br>\$1,369.05 – Mo. Bal<br>Forward     | \$9,000.00 - Annual<br>\$1,285.72 -<br>Monthly     |
| Monadnock Mills<br>Claremont           | 17 Water Street<br>Claremont, NH       | \$9,000.00 – Annual<br>\$8,285.71 – Nov –<br>April<br>\$714.29 - (Oct.<br>Payment)<br>\$1,369.05 – Mo. Bal<br>Forward     | \$9,000.00 – Annual<br>\$1,285.72 -<br>Monthly     |

|  |  |  |  |
|--|--|--|--|
| Franklin Readiness Center              | 300 South Main Street<br>Franklin, NH    | \$18,500.00 – Annual<br>\$16,785.71 – Nov – April<br>\$1,714.29 - (Oct. Payment)<br>\$2,797.62 - Mo. Bal Forward | \$18,500.00 – Annual<br>\$2,642.86 - Monthly |
| Hillsborough Readiness Center          | 140 West Main Street<br>Hillsborough, NH | \$16,000.00 – Annual<br>\$14,571.43 – Nov – April<br>\$1,428.57 - (Oct. Payment)<br>\$2,428.57 - Mo. Bal Forward | \$16,000.00 – Annual<br>\$2,285.72 - Monthly |
| Jaffrey-Peterborough Circuit Court     | Rte. 202 Jaffrey, NH                     | \$17,000.00 – Annual<br>\$15,478.71 – Nov – April<br>\$1,571.29 - (Oct. Payment)<br>\$2,571.45 - Mo. Bal Forward | \$17,000.00 – Annual<br>\$2,428.57 - Monthly |
| NHES Conway                            | 518 White Mountain Highway<br>Conway, NH | \$19,000.00 – Annual<br>\$17,178.71 – Nov – April<br>\$1,821.29 - (Oct. Payment)<br>\$2,863.12 - Mo. Bal Forward | \$19,000.00 – Annual<br>\$2,714.29 - Monthly |
| Total Increase Annual                  |  | \$37,752.00  | \$37,752.00                                  |
| Total Increase Remaining Contract Term |  |  | \$75,504.00                                  |

Pricing Summary This Amendment:

|  |                |
|--|----------------|
| Previous Total Price Limitation        | \$1,412,411.00 |
| Remaining Unencumbered Balance         | \$114,794.00   |
| Apply Contract Increase This Amendment | \$127,754.02   |
| Net Change This Amendment              | \$12,960.02    |
| New Total Price Limitation             | \$1,425,371.02 |



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary  
SNOW PLOWING SERVICES

|                 |                       |              |                 |
|-----------------|-----------------------|--------------|-----------------|
| Bid Description | Snow Plowing Services | Agency       | Multiple        |
| RFB#            | 2686-23               | Requisition# | N/A             |
| Agent Name      | Sean Clark            | Bid Closing  | 11/1/2022 10 AM |

| LOCATION                       | Katahdin                   |                           | Katahdin (original contract) |                    |                    | Over The Top Landscaping |                         | Payson Construction     |                         | RM Piper                |                         | TH Turnkey Construction |                         | Woodland Landscapes     |                         |
|--------------------------------|----------------------------|---------------------------|------------------------------|--------------------|--------------------|--------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
|                                | November 2022 - April 2023 | October 2023 - April 2024 | Original Contract Annual     | Annual Increase    | Term Increase      | August 2022 - July 2023  | August 2023 - July 2024 | August 2022 - July 2023 | August 2023 - July 2024 | August 2022 - July 2023 | August 2023 - July 2024 | August 2022 - July 2023 | August 2023 - July 2024 | August 2022 - July 2024 | August 2023 - July 2024 |
| State Police Troop F/DMV       | \$25,000.00                | \$25,000.00               | N/A                          | N/A                | N/A                | No Bid                   | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  |
| Hampton Beach State Park       | Cancelled                  | Cancelled                 | Cancelled                    | Cancelled          | Cancelled          | Cancelled                | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               |
| North Hampton Beach State Park | Cancelled                  | Cancelled                 | Cancelled                    | Cancelled          | Cancelled          | Cancelled                | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               |
| Odiorne Point State Park       | Cancelled                  | Cancelled                 | Cancelled                    | Cancelled          | Cancelled          | Cancelled                | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               | Cancelled               |
| Belmont State Police           | \$13,000.00                | \$13,000.00               | \$7,500.00                   | \$5,500.00         | \$11,000.00        | No Bid                   | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  |
| Claremont NHES                 | \$9,000.00                 | \$9,000.00                | \$5,500.00                   | \$3,500.00         | \$7,000.00         | No Bid                   | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  |
| Monadnock Mills Claremont      | \$9,000.00                 | \$9,000.00                | \$5,000.00                   | \$4,000.00         | \$8,000.00         | No Bid                   | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  |
| Franklin Readiness Center      | \$18,500.00                | \$18,500.00               | \$12,000.00                  | \$6,500.00         | \$13,000.00        | No Bid                   | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  |
| Hillsborough Readiness Center  | \$16,000.00                | \$16,000.00               | \$10,000.00                  | \$6,000.00         | \$12,000.00        | No Bid                   | No Bid                  | \$16,890.00             | \$17,622.00             | No Bid                  |
| Jaffrey Circuit Court          | \$17,000.00                | \$17,000.00               | \$10,999.00                  | \$6,001.00         | \$12,002.00        | No Bid                   | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  |
| North Conway NHES              | \$19,000.00                | \$19,000.00               | \$12,749.00                  | \$6,251.00         | \$12,502.00        | No Bid                   | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  |
| Plymouth Readiness center      | \$18,000.00                | \$18,000.00               | N/A                          | N/A                | N/A                | No Bid                   | No Bid                  | No Bid                  | No Bid                  | \$12,000.00             | \$12,000.00             | No Bid                  | No Bid                  | No Bid                  | No Bid                  |
| DES Dams                       | \$30,000.00                | \$30,000.00               | N/A                          | N/A                | N/A                | No Bid                   | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  |
| DES Watershed                  | \$30,000.00                | \$30,000.00               | N/A                          | N/A                | N/A                | No Bid                   | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  |
| Laconia NHES                   | \$18,000.00                | \$18,000.00               | N/A                          | N/A                | N/A                | No Bid                   | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | \$8,500.00              | \$8,500.00              | No Bid                  | No Bid                  |
| Hampstead Hospital             | \$110,000.00               | \$110,000.00              | N/A                          | N/A                | N/A                | No Bid                   | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | No Bid                  | \$37,500.00             | \$37,500.00             |
| Manchester Readiness Center    | \$60,000.00                | \$60,000.00               | N/A                          | N/A                | N/A                | \$25,000.00              | \$25,000.00             | No Bid                  |
| <b>Total Awarded</b>           | <b>\$186,500.00</b>        | <b>\$186,500.00</b>       | <b>\$63,748.00</b>           | <b>\$37,752.00</b> | <b>\$75,504.00</b> | <b>\$25,000.00</b>       | <b>\$25,000.00</b>      |                         |                         | <b>\$12,000.00</b>      | <b>\$12,000.00</b>      | <b>\$8,500.00</b>       | <b>\$8,500.00</b>       | <b>\$37,500.00</b>      | <b>\$37,500.00</b>      |



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary  
SNOW PLOWING SERVICES

|  |               |  |             |        |             |             |             |
|--|---------------|--|-------------|--------|-------------|-------------|-------------|
| <b>Total Awarded</b>                   | \$373,000.00  |  | \$50,000.00 | \$0.00 | \$24,000.00 | \$17,000.00 | \$75,000.00 |
| <b>Original location total balance</b> | \$127,496.00  |  |             |        |             |             |             |
| <b>Adjusted award total</b>            | \$245,504.00  |  |             |        |             |             |             |
| <b>Remove 3 locations</b>              | -\$117,749.98 |  |             |        |             |             |             |
| <b>Total contract increase</b>         | \$127,754.02  |  |             |        |             |             |             |

|   |    |              |
|---|----|--------------|
| <b>Previous Price Limitation</b>              | \$ | 1,412,411.00 |
| <b>Remaining Unencumbered Balance</b>         | \$ | (114,794.00) |
| <b>Apply Contract Increase This Amendment</b> | \$ | 127,754.02   |
| <b>Net Change This Amendment</b>              | \$ | 12,960.02    |
| <b>New Recommended Price Limitation</b>       | \$ | 1,425,371.02 |

| Recommendation Summary             |                          |
|------------------------------------|--------------------------|
| Statewide Contract or Amendment    | Amendment                |
| Term of Contract                   | 2 Year                   |
| Price Limitation                   | 1,425,371.02             |
| Number of Solicitations Received   | 6.00                     |
| Number of Sourced Bidders          | 23.00                    |
| Number of NIGP Vendors Sourced     | 206.00                   |
| Number of non-responsive bidders   | 0.00                     |
| P-37 Checklist Complete            | YES                      |
| D&B Report Attached                | NA                       |
| Method of Payment (P-card/ACH)     | ACH                      |
| FOB Delivered                      | NA                       |
| Expiring Contract Price Limitation | 1,412,411.00             |
| Total Cost Increase (\$/%)         | \$ 12,960.02 1% Increase |

|                       |  |
|-----------------------|--|
| <b>Special Notes:</b> | Due to market volatility and current economic conditions, this amendment reflects an increase of \$127,754.02 with a remaining unencumbered balance of \$114,794 resulting in a net change of \$12,960.02 compared to the current contract (Contract #8002916) price limitation. This amendment upon approval will add three new locations, increase pricing on seven locations, and remove four locations on the existing contract (Contract #8002916). |
|-----------------------|--|



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary  
SNOW PLOWING SERVICES

|                 |                       |              |                  |
|-----------------|-----------------------|--------------|------------------|
| Bid Description | Snow Plowing Services | Agency       | Multiple         |
| RFB#            | 2709-23               | Requisition# | NA               |
| Agent Name      | Sean Clark            | Bid Closing  | 11/17/2022 10 AM |

| LOCATION                           | Katahdin Property Services LLC. |                         | 3 Lakes Landscaping LLC.  |                         | LA Brochu, Inc.           |                         | Piedmont Excavation & Septic |                         | R.M. Piper, Inc.          |                         | Saints Lawn Care          |                         |
|------------------------------------|---------------------------------|-------------------------|---------------------------|-------------------------|---------------------------|-------------------------|------------------------------|-------------------------|---------------------------|-------------------------|---------------------------|-------------------------|
|                                    | November 2022 - July 2023       | August 2023 - July 2024 | November 2022 - July 2023 | August 2023 - July 2024 | November 2022 - July 2023 | August 2023 - July 2024 | November 2022 - July 2023    | August 2023 - July 2024 | November 2022 - July 2023 | August 2023 - July 2024 | November 2022 - July 2023 | August 2023 - July 2024 |
| DHHS LACONIA                       | \$35,000.00                     | \$35,000.00             | No Bid                    | No Bid                  | No Bid                    | No Bid                  | No Bid                       | No Bid                  | No Bid                    | No Bid                  | \$10,350.00               | \$10,350.00             |
| NEW HAMPSHIRE VETERANS HOME        | \$90,000.00                     | \$90,000.00             | No Bid                    | No Bid                  | No Bid                    | No Bid                  | \$68,467.00                  | \$68,467.00             | No Bid                    | No Bid                  | No Bid                    | No Bid                  |
| PLYMOUTH CIRCUIT COURT             | \$38,000.00                     | \$38,000.00             | \$18,500.00               | \$18,500.00             | No Bid                    | No Bid                  | No Bid                       | No Bid                  | \$6,930.00                | \$6,930.00              | No Bid                    | No Bid                  |
| DESC PUBLIC SAFETY ANSWERING POINT | \$21,000.00                     | \$21,000.00             | No Bid                    | No Bid                  | No Bid                    | No Bid                  | No Bid                       | No Bid                  | No Bid                    | No Bid                  | \$7,050.00                | \$7,050.00              |
| MERRIMACK COUNTY SUPERIOR COURT    | \$59,000.00                     | \$59,000.00             | No Bid                    | No Bid                  | \$60,000.00               | \$62,000.00             | \$46,000.00                  | \$46,000.00             | No Bid                    | No Bid                  | No Bid                    | No Bid                  |
| <b>Total Awarded</b>               | <b>\$243,000.00</b>             | <b>\$243,000.00</b>     | <b>\$18,500.00</b>        | <b>\$18,500.00</b>      | <b>\$60,000.00</b>        | <b>\$62,000.00</b>      | <b>\$114,467.00</b>          | <b>\$114,467.00</b>     | <b>\$6,930.00</b>         | <b>\$6,930.00</b>       | <b>\$17,400.00</b>        | <b>\$17,400.00</b>      |
| <b>Total Combined</b>              | <b>\$486,000.00</b>             |                         | <b>\$37,000.00</b>        |                         | <b>\$122,000.00</b>       |                         | <b>\$228,934.00</b>          |                         | <b>\$13,860.00</b>        |                         | <b>\$34,800.00</b>        |                         |



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary  
SNOW PLOWING SERVICES

|                 |                       |              |                     |
|-----------------|-----------------------|--------------|---------------------|
| Bid Description | Snow Plowing Services | Agency       | Multiple            |
| RFB#            | 2716-23               | Requisition# | NA                  |
| Agent Name      | Sean Clark            | Bid Closing  | 12/15/2022 11:00 AM |

| LOCATION  | Agritec Landscape Services |                         | Amoskeag Maintenance Services LLC |                         | Brochu                    |                         | Kamic                     |                         | Katahdin                  |                         |
|---|----------------------------|-------------------------|-----------------------------------|-------------------------|---------------------------|-------------------------|---------------------------|-------------------------|---------------------------|-------------------------|
|   | December 2022 - July 2023  | August 2023 - July 2024 | December 2022 - July 2023         | August 2023 - July 2024 | December 2022 - July 2023 | August 2023 - July 2024 | December 2022 - July 2023 | August 2023 - July 2024 | December 2022 - July 2023 | August 2023 - July 2024 |
| Tirrell House                                     | No Bid                     | No Bid                  | No Bid                            | No Bid                  | No Bid                    | No Bid                  | No Bid                    | No Bid                  | No Bid                    | No Bid                  |
| NH HOSPITAL                                       | No Bid                     | No Bid                  | \$43,500.00                       | \$43,500.00             | \$64,000.00               | \$64,000.00             | No Bid                    | No Bid                  | No Bid                    | No Bid                  |
| Philbrook Building                                | No Bid                     | No Bid                  | \$15,500.00                       | \$15,500.00             | \$37,000.00               | \$37,000.00             | No Bid                    | No Bid                  | No Bid                    | No Bid                  |
| Army Aviation Support Facility Parking and Tarmac | \$73,900.00                | \$74,000.00             | \$205,000.00                      | \$205,000.00            | \$420,000.00              | \$420,000.00            | \$90,000.00               | \$90,000.00             | \$90,000.00               | \$90,000.00             |
| Total Awarded                                     | \$73,900.00                | \$74,000.00             | \$59,000.00                       | \$59,000.00             | None                      | None                    | None                      | None                    | None                      | None                    |
| Total Awarded Combined                            | \$147,900.00               |                         | \$118,000.00                      |                         | None                      |                         | None                      |                         | None                      |                         |

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that KATAHDIN PROPERTY SERVICES LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on July 28, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 877060

Certificate Number: 0005901975



IN TESTIMONY WHEREOF,

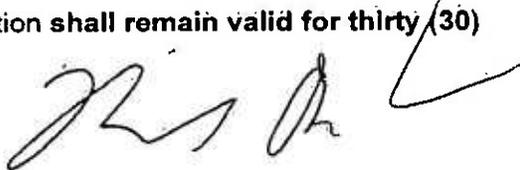
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of November A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", written over a faint circular stamp.

David M. Scanlan  
Secretary of State

I, Richard McVane hereby certify that I am the sole partner, member or  
(Name)  
Manager and the sole officer of Katahdin Property Services LLC, a limited liability partnership  
(Name of partnership or LLC.)  
under RSA 304-C.

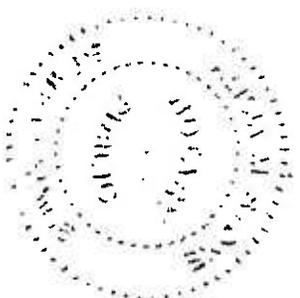
I certify that I am authorized to bind the partnership or LLC. I further certify that it is  
understood that the State of New Hampshire will rely on this certificate as evidence that the  
person listed above currently occupies the position indicated and that they have full authority  
to bind the partnership or LLC and that this authorization shall remain valid for thirty (30)  
days from the date of this Corporate Resolution.



DATED: 2/1/23

ATTEST: Alicia M Stone  
2/1/23 (Name & Title)

**Alicia M. Stone**  
Notary Public • State of Maine  
My Commission Expires January 27, 2024





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                                      |
|--|--|--------------------------------------|
| <b>PRODUCER</b><br>Chalmers Insurance Agency<br>100 Main Street<br>PO Box 189<br>Bridgton ME 04009 | <b>CONTACT NAME:</b> Pamela Fuller, AAI-M, CRIS<br><b>PHONE (A/C No. Ext):</b> (207) 647-3311<br><b>E-MAIL ADDRESS:</b> pfuller@ChalmersInsuranceGroup.com | <b>FAX (A/C, No):</b> (207) 647-3003 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                                      |
| <b>INSURED</b><br>Katahdin Property Services LLC<br>PO Box 343<br>Dover Foxcroft ME 04426          | <b>INSURER A:</b> Acuity Mutual Insurance Company  | <b>NAIC #</b> 14184                  |
|  | <b>INSURER B:</b>  |                                      |
|  | <b>INSURER C:</b>  |                                      |
|  | <b>INSURER D:</b>  |                                      |
|  | <b>INSURER E:</b>  |                                      |

**COVERAGES**      **CERTIFICATE NUMBER:** MC 22-23      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |              |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | ZG7768        | 09/15/2022              | 09/15/2023              | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000   |
|          |   |           |          |               |                         |                         | MED EXP (Any one person)                  | \$ 10,000    |
|          |   |           |          |               |                         |                         | PERSONAL & ADV INJURY                     | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | GENERAL AGGREGATE                         | \$ 2,000,000 |
|          |   |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG                    | \$ 2,000,000 |
|          |   |           |          |               |                         |                         | Employment Practices                      | \$ 25,000    |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY  |           |          | ZG7768        | 09/15/2022              | 09/15/2023              | COMBINED SINGLE-LIMIT (Ea accident)       | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per person)                | \$           |
|          |   |           |          |               |                         |                         | BODILY INJURY (Per accident)              | \$           |
|          |   |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)            | \$           |
|          |   |           |          |               |                         |                         | Medical payments                          | \$ 5,000     |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE  |           |          | ZG7768        | 09/15/2022              | 09/15/2023              | EACH OCCURRENCE                           | \$ 1,000,000 |
|          |   |           |          |               |                         |                         | AGGREGATE                                 | \$ 1,000,000 |
|          |   |           |          |               |                         |                         |   | \$           |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | PER STATUTE                               |              |
|          |   |           |          |               |                         |                         | OTH-ER                                    |              |
|          |   |           |          |               |                         |                         | E.L. EACH ACCIDENT                        | \$           |
|          |   |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                | \$           |
|          |   |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT               | \$           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Dept of Administrative Service  
 25 Capital Street, Room 417  
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Pamela J. Fuller*

© 1988-2015 ACORD CORPORATION. All rights reserved.

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: April 21, 2022

CONTRACT FOR: Snow Plowing Services- 4th Amendment

CONTRACT #: 8002916

COMMODITY/NIGP CODE: 968-72

CONTRACTOR: Katahdin Property Services      VENDOR CODE #: 369019

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Ryan M Godin, o=Div of  
Procurement Support Services,  
ou=Bureau of Purchase & Property,  
email=Ryan.M.Godin1@das.nh.gov  
, c=US  
Date: 2022.04.21 15:39:32 -04'00'

\_\_\_\_\_  
PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div  
Procurement Support Services,  
ou=Bureau of Purchase and  
Property,  
email=Mathew.T.Stanton@das.nh.g  
ov, c=US  
Date: 2022.05.06 12:54:46 -04'00'

\_\_\_\_\_  
PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,  
o=Department of Administrative  
Services, ou=Divison of  
Procurement Support Services,  
email=Gary.S.Lunetta@das.nh.go  
v, c=US  
Date: 2022.05.09 09:45:05 -04'00'

\_\_\_\_\_  
GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



\_\_\_\_\_  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5-10-22

**FOURTH AMENDMENT TO THE CONTRACT  
BETWEEN KATAHDIN PROPERTY SERVICES  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SNOW PLOWING SERVICES  
CONTRACT # 8002916**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 11th day of April 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Katahdin Property Services (hereinafter referred to as "the Contractor") for Snow Plow Services.

WHEREAS, pursuant to an agreement effective August 2, 2021, amended by the First Amendment on September 9, 2021, amended by the Second Amendment on October 29, 2021, Third Amendment on November 30, 2021 and set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Snow Plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8            \$1,412,441.00
2. Amend Exhibit B Scope of Services; Add Site Specific Snow Removal Requirements for the following Littleton Readiness Center Location:

The State of New Hampshire Army National Guard locations are first responder's as such plowing is a priority at these facilities. The facilities need to be operational 24 - 7. All areas to include travel lanes, parking spaces, walkways, entrance ways and emergency access points to the buildings need to be plowed out, shoveled and treated.

Contractor shall provide snow plowing and shoveling to ensure that not more than (2) inches of snow at any given time accumulates in all travel lanes, parking spaces, walkways and entrances or access areas to the buildings.

The contractor will be required during all winter events to make sure that all travel lanes, parking spaces, walkways, entrance ways and emergency exits are cleared from ice and snow and will be at bare pavement prior to leaving the location.

The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice from all motor pool gates (inside and outside of motor pool gates) any snow and ice that prevents or hinders the complete and full operation and or movement of the gates will be removed by the contractor. Contractor will have a key they sign for to unlock and lock the gates. If the contractor finds that the lock on the gate is frozen and cannot unlock the gate the contractor will thaw frozen lock with water or lock deicer. Contractor will take measure to prevent the compound gate lock from freezing. Contractor will be responsible at their own

expense for lost or missing keys at the location and may be required to replace all locks and keys due to security reasons.

Contractor may be required to come back to plow compound after trucks have been moved. When plowing the parking areas, plow so that the snow does not block or is pushed into the compound gates. This is to ensure mission readiness.

Driveway entrances and exits shall have a clear view of oncoming traffic.

All outside emergency entranceways, walkways including maintenance ways and emergency exit ways need to be clear of snow and ice for emergency egress.

When plowing the parking areas there is a dumpster cage that needs to be free of snow. Do not plow into dumpster cage gates pull snow away from dumpster gates. If required shovel in front of dumpster gate to allow gate to open freely.

Rock salt and sand should be used in parking lots.

No rock salt on sidewalks. Magnesium or potassium chloride should be used on sidewalks.

All building sidewalks, means of egress, doorways and overhead doors are included.

Sanding and salting shall occur at any time conditions warrant the following are examples: freezing rain, black ice, steel, spring melt off and snow drift clean up.

After any storm is complete all travel lanes, parking spaces, walkways and all entrances or access areas to the buildings need to be clear of snow, ice, and treated.

All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location. Heavy Machinery Equipment will be required if winter conditions warrant it. There is snow storage areas on this site if needed. Placement of snow storage area will be approved by PMEIII Regional Supervisor.

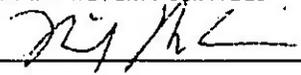
Littleton Readiness Center invoice needs to be broken down into separate invoices for Littleton Readiness Center and Littleton Readiness Center Compound.

3. Amend Exhibit C Method of Payments; Littleton Readiness Center :

| Location Name              | Address to be Serviced | August 2022 - July 2023 | August 2023 - July 2024 |
|----------------------------|------------------------|-------------------------|-------------------------|
| Littleton Readiness Center | 350 Meadow Street      | \$21,000                | \$21,000                |

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 2, 2021, shall remain in full force and effect.

KATAHDIN PROPERTY SERVICES

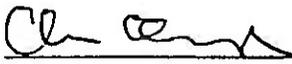
By: 

Richard McCue  
(Print Name)

Title: Manager

Date: 4/11/22

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 5-10-22

I, Richard McCue, hereby certify that I am the sole Partner, Member or  
(Name)  
Manager and the sole officer of Katahdin Property Services LLC, a limited liability partnership  
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited  
liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is  
understood that the State of New Hampshire will rely on this certificate as evidence that the  
person listed above currently occupies the position indicated and that they have full authority  
to bind the partnership or LLC and that this authorization shall remain valid for thirty (30)  
days from the date of this Corporate Resolution.

DATED: 04/11/22

ATTEST: Richard McCue Manager

(Name & Title)



Danielle E. Mailloux  
Notary Public, State of Maine  
My Commission Expires 5/22/2022



## Business Information

### Business Details

---

|   |   |
|---|---|
| Business Name: KATAHDIN PROPERTY SERVICES LLC   | Business ID: 877060   |
| Business Type: Foreign Limited Liability Company  | Business Status: Good Standing  |
| Business Creation Date: 07/28/2021  | Name in State of KATAHDIN PROPERTY SERVICES<br>Formation: LLC         |
| Date of Formation in<br>Jurisdiction: 03/14/2019  |   |
| Principal Office 1073 West Main Street, Suite 4,<br>Address: Dover Foxcroft, ME, 04426, USA | Mailing Address: PO Box 343, Dover Foxcroft, ME,<br>04426 - 0343, USA |
| Citizenship / State of<br>Formation: Foreign/Maine  |   |
|   | Last Annual Report Year: 2022   |
|   | Next Report Year: 2023  |
| Duration: Perpetual   |   |
| Business Email: katahdinpropertyservices@gmail.com  | Phone #: 207-279-0009   |
| Notification Email: katahdinpropertyservices@gmail.com                                      | Fiscal Year End Date: NONE  |

---

### Principal Purpose

---

| S.No | NAICS Code                                    | NAICS Subcode   |
|------|---|---|
| 1    | Other Services (except Public Administration) | Other Similar Organizations (except Business, Professional, Labor, and Political Organizations) |
| 2    | OTHER / Snow Plowing                          |   |

## Principals Information

### Name/Title

Richard Wayne McCue / General Partner

### Business Address

1073 W. Main St., Suite 4, Dover Foxcroft, ME, 04426, USA

Page 1 of 1, records 1 to 1 of 1

## Registered Agent Information

Name: Louis Yacco

Registered Office 5 Partridge Lane, Stratford, NH, 03590, USA

Address:

Registered Mailing 5 Partridge Lane, Stratford, NH, 03590, USA

Address:

## Trade Name Information

No Trade Name(s) associated to this business.

## Trade Name Owned By

No Records to View.

## Trademark Information

| Trademark Number | Trademark Name | Business Address | Mailing Address |
|------------------|----------------|------------------|-----------------|
|------------------|----------------|------------------|-----------------|

No records to view.

[Filing History](#)

[Address History](#)

[View All Other Addresses](#)

[Name History](#)

[Shares](#)

[Businesses Linked to Registered Agent](#)

[Return to Search](#)

[Back](#)

[Contact Us](#)

[\(/online/Home/ContactUS\)](#)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

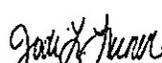
|   |  |        |
|---|--|--------|
| PRODUCER<br>Chalmers Insurance Agency<br>100 Main Street<br>PO Box 189<br>Bridgton ME 04009 | CONTACT NAME: Jodi Turner  |        |
|   | PHONE (A/C, No, Ext): (207) 647-3311 FAX (A/C, No): (207) 647-3003 |        |
|   | E-MAIL ADDRESS: jturner@ChalmersInsuranceGroup.com                 |        |
| INSURED<br>Katahdin Property Services<br>PO Box 343<br>Dover Foxcroft ME 04426              | INSURER(S) AFFORDING COVERAGE                                      | NAIC # |
|   | INSURER A: Acuity Mutual Insurance Company                         | 14184  |
|   | INSURER B:   |        |
|   | INSURER C:   |        |
|   | INSURER D:   |        |
|   | INSURER E:   |        |
|   | INSURER F:   |        |

COVERAGES CERTIFICATE NUMBER: CL219742295 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENTL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          | ZG7768        | 09/15/2021              | 09/15/2022              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Employment Practices \$ 25,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> 19                     |           |          | ZG7768        | 09/15/2021              | 09/15/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Medical payments \$ 5,000  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          | ZG7768        | 09/15/2021              | 09/15/2022              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br><br>State of New Hampshire, Administrative Services<br>Bureau of Purchase & Property<br>25 Capitol St. Room 106B<br>Concord NH 03301 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br><br>  |



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |   |                       |
|--|---|-----------------------|
| <b>PRODUCER</b><br>AP INTEGO INSURANCE GROUP, LLC<br>375 Woodcliff Dr.<br>Suite 103<br>Fairport NY 14450 | <b>CONTACT NAME:</b> AP Intego Insurance Group, LLC |                       |
|  | <b>PHONE (A/C, No, Ext):</b> 888-289-2939           | <b>FAX (A/C, No):</b> |
|  | <b>E-MAIL ADDRESS:</b> certs@apintego.com           |                       |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>                | <b>NAIC #</b>         |
|  | <b>INSURER A:</b> Wesco Insurance Company           | 25011                 |
|  | <b>INSURER B:</b>                                   |                       |
|  | <b>INSURER C:</b>                                   |                       |
|  | <b>INSURER D:</b>                                   |                       |
|  | <b>INSURER E:</b>                                   |                       |
|  | <b>INSURER F:</b>                                   |                       |

**INSURED**  
 Katahdin Property Services LLC  
 PO Box 343  
 Dover Foxcroft ME 04426

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COM/POP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><br>DED    RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | WWC3567692    | 01/29/2022              | 01/29/2023              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS    OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000    |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>State of New Hampshire<br><br>25 Capitol Street, RM 106B<br><br>Concord NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

© 1988-2010 ACORD CORPORATION. All rights reserved.

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: November 15, 2021

CONTRACT FOR: Snow Plowing Services

CONTRACT #: 8002916

COMMODITY/NIGP CODE: 968-72

CONTRACTOR: Katahdin Property Services

VENDOR CODE #: 369019

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Ryan M Godin, o=Div of  
Procurement Support Services,  
ou=Bureau of Purchase & Property,  
email=Ryan.M.Godin1@das.nh.gov  
, c=US  
Date: 2021.11.15 09:54:59 -05'00'

PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div  
Procurement Support Services,  
ou=Bureau of Purchase and  
Property,  
email=Paul.A.Rhodes@das.nh.gov,  
c=US  
Date: 2021.11.15 12:29:49 -05'00'

PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,  
o=Department of Administrative  
Services, ou=Division of  
Procurement Support Services,  
email=Gary.S.Lunetta@das.nh.gov  
v. c=US  
Date: 2021.11.30 11:02:40 -05'00'

GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11-30-21

**THIRD AMENDMENT TO THE CONTRACT  
BETWEEN KATAHDIN PROPERTY SERVICES  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SNOW PLOWING SERVICES  
CONTRACT # 8002916**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 08th day of November 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Katahdin Property Services (hereinafter referred to as "the Contractor") for Snow Plow Services.

WHEREAS, pursuant to an agreement effective August 2, 2021, amended by the First Amendment on September 9, 2021, amended by the Second Amendment on October 29, 2021, and set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Snow Plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8            \$1,370,441.00
  
2. Amend Exhibit B Scope of Services; Updated Site Specific Roof Snow Removal Requirements for the following locations:

|                                      |        |  |
|--------------------------------------|--------|--|
| NHES<br>518 White<br>Mountain<br>HWY | Conway | This is a shingled 8/12 pitched roof not Metal Roof. The building is built with half of the building being built in the side of a hill. This allows easy access to the roof. They plan to use roof racks to clear snow. They will pull back away from building. They will also need to keep the 2 HVAC units on the side of the building clear from snow. The units also serve as the primary heat for the building and uses propane. The units will need to be kept clear of snow so the units exhaust properly. They also will keep a path clear to allow access to the units and the propane gas fill area. No generator at this location |
| NHES Nashua<br>6 Townsend<br>West    | Nashua | Flat ballast membrane roof. Roof should be shoveled to depth not to exceed 6 inches as not to damage membrane or removal of rocks from roof. Generator will be kept clear of snow to allow access to generator panels for service. This includes the gate for the chain link fence allow access to the generator.  |

|  |           |   |
|--|-----------|---|
| NHES<br>Claremont<br>404<br>Washington<br>St | Claremont | This location is Metal Roof with the follow requirements: Snow Slough-Off from Metal Roof (To be awarded with snow plowing contract)<br>Vendor shall remove snow slough-off from metal roof, snow and ice accumulating under windows from roof, and ice build-up on fascia area as needed. Vendor shall only remove what can be reached from the ground. Vendor shall provide any and all equipment and manpower necessary to accomplish goal of removing accumulation under windows and ice build-up on fascia area. Equipment used shall not destroy the landscaping. |
|--|-----------|---|

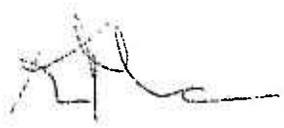
3. Amend Exhibit C Method of Payments; Add the optional Roof Snow Removal Pricing Structure for the following Locations:

| Location Name     | Address to be Serviced         | August 2021 -<br>July 2022<br>Price per<br>Occurrence up to<br>five Occurrences | August 2022 -<br>July 2023<br>Price per<br>Occurrence up to<br>five Occurrences | August 2023<br>July 2024<br>Price per<br>Occurrence up<br>to five Occurrence |
|-------------------|--------------------------------|---|---|--|
| NHES Conway       | 518 White Mountain HWY         | \$1,750.00  | \$1,750.00  | \$1,750.00   |
| NHES Nashua       | 6 Townsend West                | \$3,000.00  | \$3,000.00  | \$3,000.00   |
| NHES<br>Claremont | 404 Washington St<br>Claremont | Cost included for Metal Roof already in contract pricing                        |   |  |

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 2, 2021, shall remain in full force and effect.

KATAHDIN PROPERTY SERVICES

STATE OF NEW HAMPSHIRE

By:  \_\_\_\_\_

Richard McCue

\_\_\_\_\_  
(Print Name)

Title: Manager/Owner \_\_\_\_\_

Date: 11/08/2021

By:  \_\_\_\_\_

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 11-30-21

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KATAHDIN PROPERTY SERVICES LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on July 28, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 877060

Certificate Number : 0005414931



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of July A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>AP INTEGO INSURANCE GROUP, LLC<br>375 Woodcliff Dr.<br>Suite 103<br>Fairport NY 14450 |  | <b>CONTACT NAME:</b> AP Intego Insurance Group, LLC<br><b>PHONE (A/C, No., Ext):</b> 888-289-2939 <b>FAX (A/C, No):</b><br><b>E-MAIL ADDRESS:</b> corts@apintego.com       |  |
| <b>INSURED</b><br>Katahdin Property Services LLC<br>PO Box 343<br>Dover Foxcroft ME 04426                |  | <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b><br>INSURER A : Wesco Insurance Company 25011<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |  |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL. COV. (A/C) | SUBR. (A/C) | POLICY NUMBER | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS  |
|----------|---|------------------|-------------|---------------|--------------------------|--------------------------|---|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GENL. AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                  |             |               |                          |                          | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$                            |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS  |                  |             |               |                          |                          | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED. <input type="checkbox"/> RETENTION \$  |                  |             |               |                          |                          | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |                  | N/A         | WWC3508470    | 01/29/2021               | 01/29/2022               | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br><input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER** **CANCELLATION**

|   |   |
|---|---|
| State of New Hampshire, Administrative Services, Bureau of Purchase and Property<br>25 Capitol Street, Room 102<br>Concord NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST.  
CONCORD NH 03301-6398

DATE: October 25, 2021

CONTRACT FOR: Snow Plowing Services

CONTRACT #: 8002916

COMMODITY/NIGP CODE: 968-72

CONTRACTOR: Katahdin Property Services VENDOR CODE #: 369019

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Ryan M Godin, o=Div of  
Procurement Support Services,  
ou=Bureau of Purchase & Property,  
email=Ryan.M.Godin1@das.nh.gov  
. c=US  
Date: 2021.10.25 08:48:38 -04'00'

PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div.  
Procurement Support Services,  
ou=Bureau of Purchase and  
Property,  
email=Paul.A.Rhodes@das.nh.gov,  
c=US  
Date: 2021.10.26.16:29:25 -04'00'

PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Dept  
of Administrative Services, ou=Div  
of Procurement Support Services,  
email=Gary.S.Lunetta@das.nh.gov,  
c=US  
Date: 2021.10.27 13:28:39 -04'00'

GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10/29/21

**SECOND AMENDMENT TO THE CONTRACT  
BETWEEN KATAHDIN PROPERTY SERVICES  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SNOW PLOWING SERVICES  
CONTRACT # 8002916**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 25 day of October 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Katahdin Property Services (hereinafter referred to as "the Contractor") for Snow Plow Services.

WHEREAS, pursuant to an agreement effective August 2, 2021 set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Snow Plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8                 \$1,299,191.00
2. Amend Exhibit B Scope of Services; Remove Site Specific Requirements for the following locations:

|   |         |  |
|---|---------|--|
| Legislative<br>Parking<br>Garage<br><br>Storrs Street | Concord | <p>All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am. Snow must be removed off site from parking garage and all parking spaces clear of snow. There are no long term snow storage areas available in the parking garage. During a snow storm you are allowed to pile snow in designated parking spaces but all parking spaces must be usable and snow removed off site within 24 hours after the end of the storm. There are snow removal gates that snow can be pushed through into a truck for snow removal.</p> <p>Ramps to both garage entrance and exit shall be plowed and sanded on a regular basis during the duration of any storm to maintain access. Includes the access road on the ground level.</p> <p>Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them.</p> <p>Snow piling in travel lanes is prohibited.</p> <p>The expectation during a snow storm is black and wet pavement in the travel lanes and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.</p> <p>Plowing snow onto sidewalks and into stairwells is prohibited. Vendor is responsible for removal of any snow plowed onto sidewalks and into stairwells.</p> <p>No salt or salt product shall be used. Only Magnesium chloride (or approved salt substitute) and or clean sand shall be used.</p> <p>Snow removal must be accomplished with a rubber blade.</p> <p>The use of tire chains is prohibited</p> <p>Snow removal shall be accomplished within 24 hours of the end of a storm</p> <p>Vendor may be called in for ice or snow removal at any time between storms for the following conditions but not limited to, snow melt that has refrozen, blowing or drifting snow, ice log or the parking lot was not cleared after a snow storm. The parking garage freezes easily as it is elevated off of the ground and slippery conditions occur with any moisture.</p> <p>For spring cleanup, the Vendor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris before May 1st</p> |
|---|---------|--|

Contractor Initials:                       
Date: 10/25

3. Amend Exhibit C Method of Payments; Remove Pricing Structure from the following Locations:

| Location Name              | Address to be Serviced   | August 2021 -<br>July 2022 | August 2022 -<br>July 2023 | August 2023 -<br>July 2024 |
|----------------------------|--------------------------|----------------------------|----------------------------|----------------------------|
| Legislative Parking Garage | Storrs Street<br>Concord | \$5,499                    | \$5,499                    | \$5,499                    |

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 2, 2021, shall remain in full force and effect.

KATAHDIN PROPERTY SERVICES

By:

RM/ML  
Richard Maline  
(Print Name)

Title:

Owner

Date:

10/25/21

STATE OF NEW HAMPSHIRE

By:

Charles M. Arlinghaus  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,

Department of Administrative Services

Date:

10-29-21

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KATAHDIN PROPERTY SERVICES LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on July 28, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 877060

Certificate Number : 0005414931



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of July A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |
|--|--|
| <b>PRODUCER</b><br>AP INTEGO INSURANCE GROUP, LLC<br>375 Woodcliff Dr.<br>Suite 103<br>Fairport NY 14450 | <b>CONTACT NAME:</b> AP Intego Insurance Group, LLC<br><b>PHONE (A/C, No., Ext):</b> 888-289-2939<br><b>FAX (A/C, No.):</b><br><b>E-MAIL ADDRESS:</b> certs@apintego.com |
|  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A : Wesco Insurance Company<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :                   |
| <b>INSURED</b><br>Katahdin Property Services LLC<br>PO Box 343<br>Dover Foxcroft ME 04426                |  |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$                              |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$  |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | WWC3508470    | 01/29/2021              | 01/29/2022              | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS<br><input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 100,000<br>E.L. DISEASE - EA EMPLOYEE \$ 100,000<br>E.L. DISEASE - POLICY LIMIT \$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br>State of New Hampshire, Administrative Services, Bureau of Purchase and Property<br>25 Capitol Street, Room 102<br>Concord NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |
|--|--|
| <b>PRODUCER</b><br>Chalmers Insurance Agency<br>100 Main Street<br>PO Box 189<br>Bridgton ME 04009 | <b>CONTACT NAME:</b> Jodi Turner<br><b>PHONE (A/C, No, Ext):</b> (207) 647-3311<br><b>FAX (A/C, No):</b> (207) 647-3003<br><b>E-MAIL ADDRESS:</b> jturner@ChalmersInsuranceGroup.com |
|  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Acuity Mutual Insurance Company<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                             |
| <b>INSURED</b><br>Katahdin Property Services<br>PO Box 343<br>Dover Foxcroft ME 04428              |  |

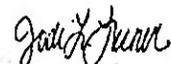
**COVERAGES**      **CERTIFICATE NUMBER:** CL20122939619      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSD | YVVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|----------------|------|---------------|-------------------------|-------------------------|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:   |                |      | ZG7768        | 09/15/2020              | 09/15/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000<br>Employment Practices \$ 25,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input checked="" type="checkbox"/> 19<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY |                |      | ZG7768        | 09/15/2020              | 09/15/2021              | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Medical payments \$ 5,000  |
|          | <input type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE<br>DED \$      RETENTION \$  |                |      |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>PER STATUTE      OTH-ER  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |                |      | N/A           |                         |                         | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder:  
State of New Hampshire, Administrative Services, Bureau of Purchase and Property  
25 Capitol St., Room 102  
Concord, NH 03301

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>State of New Hampshire, Admin Services Bureau of Purchase &<br>25 Capitol St., Room 102<br>Concord NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br>  |

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: September 8, 2021

CONTRACT FOR: Snow Plowing Services

CONTRACT #: 8002916

COMMODITY/NIGP CODE: 968-72

CONTRACTOR: Katahdin Property Services

VENDOR CODE #: 369019

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Ryan M Godin, o=Div of  
Procurement Support Services,  
ou=Bureau of Purchase & Property,  
email=Ryan.M.Godin1@das.nh.gov  
, c=US  
Date: 2021.09.08 14:23:42 -04'00'

PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div  
Procurement Support Services,  
ou=Bureau of Purchase and  
Property,  
email=Mathew.T.Stanton@das.nh.g  
ov, c=US  
Date: 2021.09.09 08:05:09 -04'00'

PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,  
o=Department of Administrative  
Services, ou=Divison of  
Procurement Support Services,  
email=Gary.S.Lunetta@das.nh.go  
v, c=US  
Date: 2021.09.09 08:59:40 -04'00'

GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9-9-21

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN KATAHDIN PROPERTY SERVICES  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SNOW PLOWING SERVICES  
CONTRACT # 8002916**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 29th day of August 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Katahdin Property Services (hereinafter referred to as "the Contractor") for Snow Plow Services.

WHEREAS, pursuant to an agreement effective August 2, 2021 set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Snow Plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8           \$1,315,664.00

2. Amend Exhibit B Scope of Services; Site Specific Requirements for Army National Guard Training Center:

a. The State of New Hampshire National Guard locations are first responder's in a declared emergency as such plowing is a priority at these facilities. The facilities are in operation 24 - 7. Normal business hours are Monday thru Sunday 6:00 AM to 4:30 PM. All areas to include travel lanes, parking spaces, walkways and emergency access points to the buildings need to be plowed out shoveled and treated by 6:30 AM. Contractor shall provide snow plowing as needed to ensure that not more then (2) inches of snow accumulates in travel lanes, parking spaces, walkways and all entrances or access areas to the buildings. The contractor will be required during any winter event to make sure that travel lanes parking spaces, walkways, and emergency exits are cleared from ice and snow and will be at bare pavement prior to leaving the location.

The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice from all motor pool gates (inside and outside of motor pool gates) any snow and ice that prevents or hinders the complete and full operation and or movement of the gates will be removed by the contractor. Contractor will have a key they sign for to unlock and lock the gates. If the contractor finds that the lock on the gate is frozen and cannot unlock the gate the contractor will thaw frozen lock with water or lock deicer. Contractor will take measure to prevent the compound gate lock from freezing. Contractor will be responsible at their own expense for lost or missing keys at the location and may be required to replace all locks and keys due to security reasons.

Contractor may be required to come back to plow compound after trucks have been moved. When plowing the parking areas, plow so that the snow does not block or is pushed into the compound gates. This is to ensure mission readiness.

Driveway entrances and exits shall have a clear view of oncoming traffic.

All outside emergency entranceways, walkways including maintenance ways and emergency exit ways need to be clear of snow and ice for emergency egress.

When plowing the parking areas there is a dumpster cage that needs to be free of snow. Do not plow into dumpster cage gates pull snow away from dumpster gates.

Rock salt and sand should be used in parking lots. Contractor should avoid using sand unless there is a need

or safety concern.

No rock salt or sand on sidewalks. Magnesium or potassium chloride should be used on sidewalks.

All building sidewalks means of egress, doorways and overhead doors are included.

Salting and sanding shall occur at any time conditions warrant the following are examples: freezing rain, black ice, sleet, spring melt off and snow drift clean up.

After the storm is complete all travel lanes, parking spaces, walkways and all entrances or access areas to the buildings need to be cleaned and at bare pavement before the next business day.

All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location.

3. Adding Locations (Lebanon Circuit Court, Portsmouth Circuit Court and Army Aviation Support Facility Parking/Tarmac) locations requirements to current agreement:

| Facility Address                                     | Town           | Agency Contact   | Location Contact   | Special Requirements  |
|--|----------------|--|--|---|
| <p>Lebanon Circuit Court<br/>38 Centerra Parkway</p> | <p>Lebanon</p> | <p>Sarah Lineberry<br/>(603) 271-3936<br/>Sarah.lineberry@das.nh.gov</p> | <p>David McGrath<br/>(603) 252-0950<br/>david.mcgrath@nh.gov</p> | <p>Vendor shall commence snow plow operations no later than 6 am Monday - Friday, to ensure the following: All parking spaces and travel lanes are plowed and useable prior to 6:30 am. All walkways and employee access areas are shoveled and useable prior to 6:30 am. Do not plow snow up against the underground storage tank.</p> <p>During the primary business hours of the facility, 7 am - 4:30 pm Monday - Friday, Vendor shall provide: Snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business</p> |

Contractor Initials: *LM*  
Date: *1/11*

|  |                   |  |  |  |
|--|-------------------|--|--|--|
|  |                   |  |  | <p>hours</p> <p>Vendor shall provide snow removal services, as follows: Snow piles in parking spaces, if necessary during a storm, shall be removed within 24 hours of the storm's end. All parking spaces shall be useable within 24 hours of the storm's end. Snow removal times shall be after 7 pm Monday – Friday, or between 8 am – 5 pm Saturday and Sunday. Vendor shall coordinate with State to determine which areas may be utilized for temporary snow storage during this time.</p> <p>No use of state equipment.</p> <p>No storing of Vendor equipment on state property. Provide a person onsite to shovel and treat walkways at the courthouse throughout the day during storms to keep areas clear of snow and ice.</p> |
| <p>Portsmouth Circuit Court<br/>111 Parrott Avenue</p> | <p>Portsmouth</p> | <p>Sarah Lineberry<br/>(603) 271-3936<br/>Sarah.lineberry@das.nh.gov</p> | <p>Hong Kim<br/>(603) 783-1816<br/>hong.kim@nh.gov</p> | <p>Vendor shall commence snow plow operations no later than 6 am Monday – Friday, to ensure the following: All parking spaces and travel lanes are plowed and useable prior to 6:30 am. All walkways and employee access areas are shoveled and useable prior to 6:30 am. Employee access area includes the employee ramp (approximately 50' long) located on the right side of the courthouse.</p> <p>During the primary business hours of the facility, 7 am – 4:30 pm Monday – Friday, Vendor shall provide:</p>  |

Contractor Initials: *AK*  
Date: *1/15/17*

|   |                |   |   |   |
|---|----------------|---|---|---|
|   |                |   |   | <p>Snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours. Snow piling in parking spaces, even temporary, is strictly prohibited. No use of state equipment. No storing of Vendor equipment on state property.</p> |
| <b>Facility Address</b>   | <b>Town</b>    | <b>Agency Contact</b>   | <b>Location Contact</b>   | <b>Special Requirements</b>   |
| <p>Army Aviation Support Facility - Parking<br/>26 Regional Drive</p> | <p>Concord</p> | <p>Paul Annis<br/>(603) 225-1357<br/>paul.annis.nfg@mail.mil</p> <p>Carl Daufen<br/>(603)-225-1842<br/>carl.e.daufen.nfg@mail.mil</p> | <p>Paul Annis<br/>(603) 225-1357<br/>paul.annis.nfg@mail.mil</p> <p>Carl Daufen<br/>(603)-225-1842<br/>carl.e.daufen.nfg@mail.mil</p> | <p>AASF is a secure facility and requires that all Vendor's staff sign-in and out. All individual and vehicle movement is restricted to designated areas. Vendor shall hand shovel along the side of the building to include the building doors and all man door ways to reduce melting and ice build-up. All vehicles and the Vendor's employees are subject to search when entering and leaving the facility and while on the facility. Vendor shall supply a list of employees who will work on site and keep the sign-in list updated. There will be</p>  |

|  |  |  |  |
|--|--|--|--|
|  |  |  | <p>no admittance to the Vendor or the Vendor's staff if they are not on the sign-in list.</p> <p>There is no smoking on the facility.</p> <p>Due to the drifts, the Vendor should consider the use of snow fencing.</p> <p>It is suggested the Vendor have carbon edge blades and wear shoes.</p> <p>Vendor will be responsible to purchase and replace any damaged items due to plowing. Damage is to be determined by facility personnel.</p> <p>All employees of the Vendor who will work on site shall attend a mandatory safety training course. The National Guard will provide the training at no cost to the Vendor.</p> <p>All road contaminants (e.g. rock salt) shall be removed before entering the compound gates. The spreader will be cleaned of any salts from other jobs before entering the compound. Salt is very corrosive and will affect the aircraft. The State will not allow entrance if there is any salt or sand contaminates that may affect the aircraft.</p> <p>Vehicles shall not be leaking any type of fluids. If a problem occurs, the vehicle shall be immediately taken out of service. Vehicles may be Stored on site in a designated area.</p> <p>If Vendor uses loaders with bush boxes, it is recommended that the Vendor have</p> |
|--|--|--|--|

Contractor Initials: *[Signature]*  
Date: *1/2/11*

rubber squeegee blades with backer plates to keep the rubber from rolling under.

In the event the State of New Hampshire has a declared disaster, the facility shall be plowed after one (1) inch of snow fall.

Snow plowing is to include the compound and walkways.

AASF is a first responder facility in a declared emergency; as such snow plowing is a priority in these situations.

Compound gates shall be cleared of snow and ice to open freely. Vendor shall remove all snow and ice away from the gates, inside and outside the gates. Snow shall be pushed to designated storage areas only. Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gates will be removed by the Vendor.

Vendor will be issued a key card to access the compound areas. Vendor may be required to come back to plow the compound because of snow drifting and melting. To prevent ice build-up, ice will need to be scrapped. This is to ensure mission readiness.

All outside entranceways, walkways including maintenance ways and emergency exits ways shall be clear of snow and ice for emergency egress.

Sanding shall occur at any time conditions warrant the following

|  |                |   |   |   |
|--|----------------|---|---|---|
|  |                |   |   | <p>are examples: freezing rain, black ice, sleet, spring melt off and snow drift clean up. After the storm is complete all travel lanes, parking spaces, walkways and all entrances or access areas to the buildings need to be cleaned and at bare pavement before the next business day. All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location.</p>  |
| <p>Army Aviation Support Facility – Tarmac<br/>26 Regional Drive</p> | <p>Concord</p> | <p>Paul Annis<br/>(603) 225-1357<br/>paul.annis.nfg@mail.mil</p> <p>Carl Daufen<br/>(603)-225-1842<br/>carl.e.daufen.nfg@mail.mil</p> | <p>Paul Annis<br/>(603) 225-1357<br/>paul.annis.nfg@mail.mil</p> <p>Carl Daufen<br/>(603)-225-1842<br/>carl.e.daufen.nfg@mail.mil</p> | <p><b>AASF is a secure facility and requires that all Vendor's staff sign-in and out. All individual and vehicle movement is restricted to designated areas.</b> Vendor shall always stop, look in all directions and in the air before accessing the runway to ensure safety of any aircraft and the Vendor's employees. Vendor shall hand shovel along tarmac side of the building to include the building between all hanger bay doors and all man door ways to reduce melting and ice build-up. All vehicles and the Vendor's employees are subject to search when entering and leaving the facility and while on the facility. Vendor shall supply a list of employees who will work on site and keep the sign-in list updated. There will be no admittance to the Vendor or the Vendor's staff if they are not on the sign-in list.</p> |

|  |  |  |  |   |
|--|--|--|--|---|
|  |  |  |  | <p>There is no smoking on the facility.</p> <p>Due to the drifts, the Vendor should consider the use of snow fencing.</p> <p>Vendor shall hand shovel around taxiway lights. Vendor will be responsible to purchase and replace any damage to the lights or signs due to plowing related damage. Damage is to be determined by facility personnel.</p> <p>All employees of the Vendor who will work on site shall attend a mandatory safety training course. The National Guard will provide the training at no cost to the Vendor.</p> <p>All road contaminants (e.g. rock salt) shall be removed before entering the compound gates. The spreader will be cleaned of any salts from other jobs before entering the compound. Salt is very corrosive and will affect the air craft. The State will not allow entrance if there is any salt or sand contaminates that may affect the aircraft.</p> <p>Vehicles shall not be leaking any type of fluids. If a problem occurs, the vehicle shall be immediately taken out of service. And we need to be contacted immediately for inspection purpose. Vehicles may be Stored on site in a designated area.</p> <p>The cement located at the facility is very aggressive and will cause advanced wear unless carbon wear shoes are used.</p> |
|--|--|--|--|---|

Contractor Initials: *YH*  
Date: *1/1*

|  |  |  |  |
|--|--|--|--|
|  |  |  | <p>If Vendor uses loaders with bush boxes, and the Vendor will have rubber squeegee blades with backer plates to keep the rubber from rolling under.</p> <p>In the event the State of New Hampshire has a declared disaster, the facility shall be plowed after one (1) inch of snow fall. Snow plowing is to include the compound and walkways.</p> <p>AASF is a first responder facility in a declared emergency; as such snow plowing is a priority in these situations.</p> <p>Compound gates shall be cleared of snow and ice to open freely. Vendor shall remove all snow and ice away from the gates, inside and outside the gates. Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gates will be removed by the Vendor.</p> <p>Vendor will be issued a key card to access the compound areas. Vendor may be required to come back to plow the compound because of snow drifting and melting. To prevent ice build-up, ice will need to be scrapped. This is to ensure mission readiness.</p> <p>All outside entranceways, walkways including maintenance ways and emergency exits ways shall be clear of snow and ice for emergency egress.</p> <p>After the storm is complete all travel lanes, parking spaces,</p> |
|--|--|--|--|

Contractor Initials: MM  
Date: 1/17/11

|  |  |  |  |   |
|--|--|--|--|---|
|  |  |  |  | walkways and all entrances or access areas to the buildings need to be cleaned and at bare pavement before the next business day. All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location. |
|--|--|--|--|---|

4. Amend Exhibit C Method of Payments; Pricing Structure for Army National Guard Training Center:

|                                     |                               |             |             |             |
|-------------------------------------|-------------------------------|-------------|-------------|-------------|
| Army National Guard Training Center | 96 Sheep Davis Rd<br>Pembroke | \$39,900.00 | \$39,900.00 | \$39,900.00 |
|-------------------------------------|-------------------------------|-------------|-------------|-------------|

5. Adding Locations (Lebanon Circuit Court, Portsmouth Circuit Court and Army Aviation Support Facility Parking/Tarmac) locations requirements to current agreement:

| Location Name  | Location to be serviced | Town/City  | August 2021 - July 2022 | August 2022 - July 2023 | August 2023 - July 2024 |
|--|-------------------------|------------|-------------------------|-------------------------|-------------------------|
| Lebanon Circuit Court  | 38 Centerra Parkway     | Lebanon    | \$15,000.00             | \$15,000                | \$15,000                |
| Portsmouth Circuit Court   | 111 Parrott Avenue      | Portsmouth | \$12,499.00             | \$12,499.00             | \$12,499.00             |
| Army Aviation Support Facility Location<br>1:Tarmac<br>2:Parking | 26 Regional Drive       | Concord    | \$58,000.00             | \$58,000.00             | \$58,000.00             |

6. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 2, 2021, shall remain in full force and effect.

KATAHDIN PROPERTY SERVICES

By: 

Richard McCue  
(Print Name)

Title: Owner

Date: 08/29/2021

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 9-9-21

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KATAHDIN PROPERTY SERVICES LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on July 28, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 877060

Certificate Number : 0005414931



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of July A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

*(Limited partnership, Limited liability professional partnership or LLC)*

**Certificate of Authority # 3**

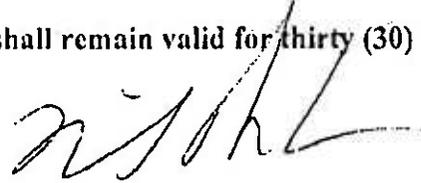
**Limited Partnership or LLC Certification of Authority**

I, Richard McCue, hereby certify that I am the sole Partner, Member or  
*(Name)*

Manager and the sole officer of Katahdin Property Services a limited liability partnership  
*(Name of Partnership or LLC)*

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.



**DATED: 08/29/2021**

**ATTEST: Richard McCue Member**  
*(Name & Title)*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |                                      |
|--|--|--------------------------------------|
| <b>PRODUCER</b><br>Chalmers Insurance Agency<br>100 Main Street<br>PO Box 189<br>Bridgton ME 04009 | <b>CONTACT NAME:</b> Jodi Turner<br><b>PHONE (A/C, No, Ext):</b> (207) 647-3311<br><b>E-MAIL ADDRESS:</b> jturner@ChalmersInsuranceGroup.com | <b>FAX (A/C, No):</b> (207) 647-3003 |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   |                                      |
| <b>INSURED</b><br>Katahdin Property Services<br>PO Box 343<br>Dover Foxcroft ME 04428              | <b>INSURER A:</b> Acuity Mutual Insurance Company<br><b>NAIC #:</b> 14184  |                                      |
|  | <b>INSURER B:</b>  |                                      |
|  | <b>INSURER C:</b>  |                                      |
|  | <b>INSURER D:</b>  |                                      |
|  | <b>INSURER E:</b>  |                                      |
|  | <b>INSURER F:</b>  |                                      |

**COVERAGES**      **CERTIFICATE NUMBER:** CL20122939819      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | ZG7768        | 09/15/2020              | 09/15/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Employment Practices \$ 25,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> 19     |           |          | ZG7768        | 09/15/2020              | 09/15/2021              | OWNED SINGLE UNIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Medical payments \$ 5,000  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER-MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      |               |                         |                         | PER STATUTE    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder:  
 State of New Hampshire, Administrative Services, Bureau of Purchase and Property  
 25 Capitol St., Room 102  
 Concord, NH 03301

|   |   |
|---|---|
| <b>CERTIFICATE HOLDER</b><br>State of New Hampshire, Admin Services Bureau of Purchase & 25 Capitol St., Room 102<br>Concord NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br>   |



STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 8-20-21

Company Name: Katahdin Property Services  
Address: 135 E. Main St.

Dover-Foxcroft ME 04426

To: Point of Contact: Ryan Godin  
Telephone: (603)-271-3146  
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Snow Plowing Services  
Bid Number: 2490-22  
Bid Postad Date (on or by): 8/04/2021  
Bid Closing Date and Time: August 20, 2021 @ 10:00 AM (EST)  
Dear Ryan Godin:

[Insert name of signor] Richard Melton on behalf of Katahdin Property Services [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2490-22 for Snow Plowing Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-1:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-4:11-c within the past year.

Authorized Signor's Signature [Signature]

Authorized Signor's Title Manager/owner

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

**REQUEST FOR BID FOR SNOW PLOWING SERVICES FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for snow plowing services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

**BID SUBMITTAL:**

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.NH.Gov). All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

**BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Ryan Godin at the following address: [Ryan.M.Godin1@dps.NH.gov](mailto:Ryan.M.Godin1@dps.NH.gov)

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is <https://das.nh.gov/Purchasing/vendorresources.asp>.

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

08/04/2021

Bid Solicitation distributed on or by

Page 2 of 15

Contractor Initials RM  
Date 8-20-21

08/13/2021  
08/20/2021

Last day for questions, clarifications, and/or requested changes to bid  
10:00 AM (EST) Bid Closing

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**CONTRACT TERM:**

The term of the contract shall commence upon execution by the Commissioner of the Department of Administrative Services (the "effective date") and shall continue thereafter through July 31, 2024, a period of approximately three (3) years.

The contract may be extended for an additional one (1) one-year extension thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed four (4) years.

**CONTRACT AWARD:**

The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total by location or group of locations. This decision shall be made during the award process. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://das.nh.gov/purchasing>

For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract at any time with written notice to the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>)
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: [http://sos.nh.gov/Corp\\_Div.aspx](http://sos.nh.gov/Corp_Div.aspx)
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

**BID PRICES:**

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer

**AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**USAGE REPORTING:**

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Ryan Aubert and sent electronic to [Ryan.Aubert@dps.nh.gov](mailto:Ryan.Aubert@dps.nh.gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency
- Services Purchased
- Total Cost of all Services Purchased. Ability to sort by agency
- Preferred in Excel format

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under the "Delivery Time" section of this bid invitation, as if an account already exists for the agency.

**PAYMENT:**

Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

**INVOICING:**

The contracted rate for the period of October through April should be billed in monthly installments. All invoices shall include the location and the month that is being billed. All invoices for the month being invoiced shall occur after the month ends and payment shall be net 30 upon acceptance of work by the agency. April's payment shall occur after a facility sign-off sheet has been completed. The State shall use the invoice date or the facility sign-off sheet date, whichever is later, as the basis for the net 30.

**TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding services to the State's satisfaction.

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <https://dps.nh.gov/Purchasing/VendorResources.asp>.

It is a prospective Vendor's responsibility to access our **VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: [http://das.nh.gov/purchasing/bids\\_posteddate.asp?sort=PostedDate\\_DESC](http://das.nh.gov/purchasing/bids_posteddate.asp?sort=PostedDate_DESC)

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

**IF AWARDED A CONTRACT:**

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (If Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

**SPECIFICATIONS:**

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

**SITE VISITATION:**

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete annual maintenance agreement.

**SCOPE OF SERVICES:**

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

To remove all snow from entrance roadways, parking lots, and other areas of the facilities as listed and specified herein. Some building sidewalks are included in this bid - please note which ones. Vendor shall furnish all equipment, vehicles, labor, and supervision to perform the work specified herein.

Areas requiring snow plowing are to be properly staked prior to the start of each snow season. This is to be completed by the Vendor. If damage is found while the Vendor is staking the property, the Vendor shall be responsible for notifying the Contract Manager in writing. The State of New Hampshire will reject any claim that the area was damaged before snow plowing commenced if the claim was not made before the first storm.

The Vendor shall commence operations as follows:

- Plowing and removal operations shall begin upon the accumulation of two (2) inches of snow or more, unless otherwise specified differently in the facilities' scope of work and
- Salting and sanding shall occur at any time conditions warrant. The following are examples: freezing rain, black ice, sleet, spring melt off, and snow drift clean-up.

Snow is to be removed or sanded/salted as soon as accumulation reaches a depth indicated for each location, every time it snows, and plow continuously for the duration of the storm so as not to allow large accumulations of snow, so that in the event emergency vehicles need to gain access to any part of the location, they will be able to do so. All areas requiring snow removal shall be completed by the times indicated for that location.

The Vendor shall maintain locations with the goal of obtaining bare and dry pavement. Bare pavement should occur as soon as practical after a winter storm terminates.

In the event that plowing operations (by the vendor, city, town, or state) creates snow banks that impair the vision of vehicles and pedestrians entering and exiting the location, these banks shall be removed to ensure that safe entering and exiting can occur. This shall be completed within forty-eight (48) hours after the cessation of the storm.

Some locations require walkway and sidewalk snow removal. The Vendor shall keep walkways and sidewalks safe and passable at all times. The clearing of walkways and sidewalks shall not be done with equipment larger than the width of the walk or sidewalk. Special care must be exercised not to damage commemorative plaques, monument and statues. Hand shoveling shall be done within three (3) feet of the aforementioned items.

Locations may request roof clearing services as needed and at their discretion. Upon request by the Property Contact, Vendor will supply labor and equipment to remove excessive snow loads from the roof of the property. "Excessive snow loads" will be determined solely by the Property Contact. Vendor will be responsible for supplying all labor and equipment necessary to complete roof snow removal in an efficient manner, including equipment necessary to transport snow blowers and personnel onto the roof. The Property Contact will meet with Vendor prior to the work to set the amount of snow to be removed and the location where snow can be stored. Vendor shall perform the work in a manner that preserves the integrity of the roofing system. Vendor shall make best efforts to perform the work within 48 hours of notice by the Property Contact. The Vendor is responsible for snow drift and wind row clean-up. The Vendor may be called to return to the site to plow snow drifts during, after, or between storms.

The Vendor may use parking spots to store snow. Snow storage in parking spots shall not exceed five (5) percent of the available spots or as specified by the location. Handicap parking spots shall be kept completely free and clear. Locations that require snow removal in their scope of services, pricing shall be built in the annual fee. Vendor shall provide snow removal services to locations that request it on a case by case situation, at the pricing rates established by this bid. The State does not provide or allow snow removal of snow from one facility to be deposited at another state facility. All removed snow shall be lawfully disposed of.

Under no circumstances shall the Vendor push or plow snow onto public or private walkways and roadways.

The Vendor shall clear concrete walkways and driveways with sand treated with magnesium chloride or other approved product(s) only. No salt shall be used on these surfaces. Snow plow blades used on these surfaces shall be rubber, urethane, or other approved product(s).

Trucks shall be equipped so as to be capable of plowing snow and sanding under all storm conditions. All vehicles being used by the Vendor must be owned and registered to the Vendor and all vehicles must be manned and operated by employees of the Vendor.

All equipment used in the performance of services shall have amber flashing lights and strobe lights. These lights shall be on and in working condition at all times during operations. Vehicles not meeting this criterion shall be taken out of service immediately, no exceptions are to be made.

All equipment used in the performance of services shall be fitted with rubber tires. No metal chains shall be on the equipment.

All equipment shall be free of foreign substance on all areas to be utilizing in the plowing of the job site. A foreign substance is defined as any of the following: motor vehicle fluids (oil, gas, diesel, grease); plow fluids (fluids, grease); tobacco (no form of tobacco shall be in use in the vehicles while at the facility); and vehicle refuse (trash in vehicle that may escape into the plowing area). Vehicles and/or equipment that do not meet the above criterion shall be immediately taken out of service until the problem(s) are corrected. No exceptions are allowed.

In the event of a hazardous waste spill, any captured hazardous materials must be disposed of promptly and properly. This disposal shall take place within two (2) working days of the incident. The Vendor shall be required to provide copies of all disposal records and logs.

The Vendor shall report all accidents involving injury or major damage immediately after occurrence to the police (if necessary), to the facility location contact, and the Contract Manager.

Damage to curbing, pavement, grates, guard rails, etc. shall be reported at the earliest opportunity, no later than four (4) hours after occurrence to the facility location contact. Damages noted above are to be repaired by the Vendor, at the Vendor's expense, as soon as possible after occurrence. Final payment will not be made unless all repairs have been completed and approved by the facility location contact.

The Vendor shall establish and implement methods of ensuring that all card keys and keys issued to the Vendor by the State are not lost or misplaced. The Vendor shall ensure that the card keys and keys are not used by unauthorized persons. No card keys and keys issued to the Vendor shall be duplicated. The Vendor shall report the loss of key cards and keys to the facility contact. In the event keys are lost, the Vendor shall be required to rekey or replace the affected lock(s). The State, at its discretion, may replace the affected lock(s) or perform the rekeying. When the replacement of lock(s) or rekeying is performed by the State, the total cost of rekeying or lock replacement shall be deducted from the monthly payment due to the Vendor.

It is the responsibility of the Vendor to prohibit the use of keys issued by the State to any person(s) other than the employees of the Vendor.

The Vendor shall complete spring clean-up prior to requesting a sign-off for the end of season from the facility location. The final payment shall be invoiced after the clean-up has occurred and been approved.

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of

the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

#### BARE PAVEMENT POLICY

Services shall include, but shall not be limited to, snow plowing, removal and disposal of snow; salting and sanding shall be accomplished as needed, or on request of the agency/location. The Vendor shall maintain a bare pavement policy; all areas shall be treated regardless of the amount of snow accumulation. If the minimum of 2" of snow is not reached to commence plowing it is still the responsibility of the Vendor to arrive at the site of service and meet the bare pavement policy.

#### OBLIGATIONS AND LIABILITY OF THE VENDOR:

The successful vendor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract drawings.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work; by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

#### OFFER:

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

See Attachment B 2440-21 Snow Plowing Offer Sheet  
See Attachment C 2440-21 Snow Plowing Location Requirements

**VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

|                     |                        |                            |
|---------------------|------------------------|----------------------------|
| _____               | _____                  | _____                      |
| Contact Person      | Local Telephone Number | Toll Free Telephone Number |
| _____               | _____                  |                            |
| E-mail Address      | Company Website        |                            |
| _____               |                        | _____                      |
| Vendor Company Name | Vendor Address         |                            |

**Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.**

**The Bid Opening is open to the public online at the following:**

### Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 603-931-4944, 598473515#](#) United States, Concord

Phone Conference ID: 598 473 515#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

---

# ATTACHMENT A

## SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 12/11/2019)

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 signing the contract.

### 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<br><br><div style="text-align: right;">Date:</div>  |                    | 1.12 Name and Title of Contractor Signatory   |                      |
| 1.13 State Agency Signature<br><br><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><br><br>By: _____ Director. On: _____ |                    |   |                      |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i><br><br>By: _____ On: _____                   |                    |   |                      |
| 1.17 Approval by the Governor and Executive Council <i>(if applicable)</i><br><br>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.

STATE OF NEW HAMPSHIRE  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 8/4/2021

ADDENDUM # 01 TO BID INVITATION # 2490-22

DATE OF BID CLOSING: 08/20/2021

TIME OF BID CLOSING: 10:00 AM (EST)

FOR: Snow Plowing Services

Question # 1: In regards to the Army Aviation Support Facility in Concord on Regional Drive, the property is under construction currently, will the construction be done prior to the winter maintenance season?

Answer#1: No, the end date for the project is 06-15-2022

Question#2: Are they adding additional parking or other areas that will require snow removal?

Answer# 2: Added number of parking spaces will 47 however; the 15 parking spaces that are on the west end of the project will be blocked by the staging area. There will be two additional handicap parking spaces by the new Man Gate and driveway for the overhead door of the new RC. The staging area will require fencing off of half the parking area outside the compounded area. Inside the compound area will be ready before winter so there will be an additional 31 parking spaces in the new parking area east of the current overnight parking area. The sidewalks, entrances, mechanical and emergency exits for the new RC will need to be calculated by the bidding contractor by utilizing the site plan provided as attachment number 3.

Question #3: Vendor requests confirmation if Colebrook Welcome Center and Intervale Scenic Vista requiring snow plowing and snow shoveling?

Answer#3: These locations just need snow-shoveling services because DOT handle the Snow Plowing at these locations.

Question #4: Can vendor schedule a Site Visit for Army Aviation Support Facility?

Answer#4: Yes, Please contact Paul Annis (603)496-2988 to schedule the site visit.

PURCHASING AGENT: Ryan Godin

E-Mail: [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER Katahdin Property Services ADDRESS 135 E. Main St. Dover - Foxcroft Inc 03826  
BY [Signature] Manager  
(this document must be signed)  
Richard McInerney TEL. NO. 203-279-0009  
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.



STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: July 29, 2021

CONTRACT FOR: Snow Plowing Services

CONTRACT #: 8002916

COMMODITY/NIGP CODE: 968-72

CONTRACTOR: Katahdin Property Services      VENDOR CODE #: 369019

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Ryan M Godin, o=Div of  
Procurement Support Services,  
ou=Bureau of Purchase & Property,  
email=Ryan.M.Godin1@das.nh.gov  
c=US  
Date: 2021.07.28 15:39:46 -04'00'

\_\_\_\_\_  
PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div  
Procurement Support Services,  
ou=Bureau of Purchase and  
Property,  
email=Paul.A.Rhodes@das.nh.gov,  
c=US  
Date: 2021.07.30 13:57:26 -04'00'

\_\_\_\_\_  
PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



\_\_\_\_\_  
GARY S. LU NETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



\_\_\_\_\_  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 8-2-21

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 signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

|  |                                      |  |  |
|--|--------------------------------------|--|--|
| <b>1.1 State Agency Name</b><br>Department of Administrative Services<br>Bureau of Purchase and Property                               |                                      | <b>1.2 State Agency Address</b><br>25 Capitol Street, Room 102<br>Concord, NH 03301            |  |
| <b>1.3 Contractor Name</b><br>Katahdin Property Services   |                                      | <b>1.4 Contractor Address</b><br>PO Box 343<br>Dover-Foxcroft, Maine 04426                     |  |
| <b>1.5 Contractor Phone Number</b><br>207-270-1013   | <b>1.6 Account Number</b><br>Various | <b>1.7 Completion Date</b><br>7/31/2024  | <b>1.8 Price Limitation</b><br>\$1,059,167 |
| <b>1.9 Contracting Officer for State Agency</b><br>Paul Rhodes, Purchasing Manager   |                                      | <b>1.10 State Agency Telephone Number</b><br>603-271-3350                                      |  |
| <b>1.11 Contractor Signature</b><br> Date: 7/28/21   |                                      | <b>1.12 Name and Title of Contractor Signatory</b><br>Richard J. McGuire<br>Purchasing Manager |  |
| <b>1.13 State Agency Signature</b><br> Date: 8-2-21 |                                      | <b>1.14 Name and Title of State Agency Signatory</b><br>Charles M. Arlinghaus, Commissioner    |  |
| <b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b><br>By: _____ Director, On: _____  |                                      |  |  |
| <b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b><br>By: _____ On: _____                    |                                      |  |  |
| <b>1.17 Approval by the Governor and Executive Council (if applicable)</b><br>G&C Item number: _____ G&C Meeting Date: _____           |                                      |  |  |

Contractor Initials   
 Date 7/28/21

**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.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Katahdin Property Services (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Snow Plow Services in accordance with the bid submission in response to State Request for Bid #2440-21 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2440-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2440-21."

**3. TERM OF CONTRACT**

This contract shall commence on August 1, 2021 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

**4. SCOPE OF WORK**

Contractor shall remove all snow from entrance roadways, parking lots, and other areas of the facilities as listed and specified herein. Contractor shall furnish all equipment, vehicles, labor, and supervision to perform the work specified herein.

Areas requiring snow plowing are to be properly staked prior to the start of each snow season. This is to be completed by the Contractor. If damage is found while the Contractor is staking the property, the Contractor shall be responsible for notifying the Contract Manager in writing. The State of New Hampshire will reject any claim that the area was damaged before snow plowing commenced if the claim was not made before the first storm.

The Contractor shall commence operations as follows:

- Plowing and removal operations shall begin upon the accumulation of two (2) inches of snow or more, unless otherwise specified differently in the facilities' scope of work and
- Salting and sanding shall occur at any time conditions warrant. The following are examples: freezing rain, black ice, sleet, spring melt off, and snow drift clean-up.

Snow is to be removed or sanded/salted as soon as accumulation reaches a depth indicated for each location, every time it snows, and plow continuously for the duration of the storm so as not to allow large accumulations of snow, so that in the event emergency vehicles need to gain access to any part of the location, they will be able to do so. All areas requiring snow removal shall be completed by the times indicated for that location.

The Contractor shall maintain locations with the goal of obtaining bare and dry pavement. Bare pavement should occur as soon as practical after a winter storm terminates.

In the event that plowing operations (by the Contractor, city, town, or state) creates snow banks that impair the vision of vehicles and pedestrians entering and exiting the location, these banks shall be removed to ensure that safe entering and exiting can occur. This shall be completed within forty-eight (48) hours after the cessation of the storm.

For locations that require walkway and sidewalk snow removal the Contractor shall keep walkways and sidewalks safe and passable at all times. The clearing of walkways and sidewalks shall not be done with equipment larger than the width of the walk or sidewalk. Special care must be exercised not to damage commemorative plaques, monument and statutes. Hand shoveling shall be done within three (3) feet of the aforementioned items.

Locations may request roof clearing services as needed and at their discretion. Upon request by the Property Contact, Contractor will supply labor and equipment to remove excessive snow loads from the roof of the property. "Excessive snow loads" will be determined solely by the Property Contact. Contractor will be responsible for supplying all labor and equipment necessary to complete roof snow removal in an efficient manner, including equipment necessary to transport snow blowers and personnel onto the roof. The Property Contact will meet with Contractor prior to the work to set the amount of snow to be removed and the location where snow can be stored. Contractor shall perform the work in a manner that preserves the integrity of the roofing system. Contractor shall make best efforts to perform the work within 48 hours of notice by the Property Contact. Contractor is responsible for snow drift and wind row clean-up. Contractor may be called to return to the site to plow snow drifts during, after, or between storms.

The Contractor may use parking spots to store snow. Snow storage in parking spots shall not exceed five (5) percent of the available spots or as specified by the location. Handicap parking spots shall be kept completely free and clear. Locations that require snow removal in their scope of services, pricing shall be built in the annual fee listed in Exhibit C. Contractor shall provide snow removal services to locations that request it on a case by case situation, at the pricing rates established in Exhibit C. The State does not provide or allow snow removal of snow from one facility to be deposited at another State facility. All removed snow shall be lawfully disposed of.

Under no circumstances shall the Contractor push or plow snow onto public or private walkways and roadways.

The Contractor shall clear concrete walkways and driveways with sand treated with magnesium chloride or other approved product(s) only. No salt shall be used on these surfaces. Snow plow blades used on these surfaces shall be rubber, urethane, or other approved product(s).

Trucks shall be equipped so as to be capable of plowing snow and sanding under all storm conditions. All vehicles being used by the Contractor must be owned and registered to the Contractor and all vehicles must be manned and operated by employees of the Contractor.

All equipment used in the performance of services shall have amber flashing lights and strobe lights. These lights shall be on and in working condition at all times during operations. Vehicles not meeting this criterion shall be taken out of service immediately, no exceptions are to be made.

All equipment used in the performance of services shall be fitted with rubber tires. No metal chains shall be on the equipment.

All equipment shall be free of foreign substance on all areas to be utilized in the plowing of the job site. A foreign substance is defined as any of the following: motor vehicle fluids (oil, gas, diesel, grease); plow fluids (fluids, grease); tobacco (no form of tobacco shall be in use in the vehicles while at the facility); and vehicle refuse (trash in vehicle that may escape into the plowing area). Vehicles and/or equipment that do not meet the above criterion shall be immediately taken out of service until the problem(s) are corrected. No exceptions are allowed.

In the event of a hazardous waste spill, any captured hazardous materials must be disposed of promptly and properly. This disposal shall take place within two (2) working days of the incident. The Contractor shall be required to provide copies of all disposal records and logs.

The Contractor shall report all accidents involving injury or major damage immediately after occurrence to the police (if necessary), to the facility location contact, and the Contract Manager.

Damage to curbing, pavement, grates, guard rails, etc. shall be reported at the earliest opportunity, no later than four (4) hours after occurrence to the facility location contact. Damages noted above are to be repaired by the Contractor, at the Contractor's expense, as soon as possible after occurrence. Final payment shall not be made unless all repairs have been completed and approved by the facility location contact.

The Contractor shall establish and implement methods of ensuring that all card keys and keys issued to the Contractor by the State are not lost or misplaced. The Contractor shall ensure that the card keys and keys are not used by unauthorized persons. No card keys and keys issued to the Contractor shall be duplicated. The Contractor shall report the loss of key cards and keys to the facility contact. In the event keys are lost, the Contractor shall be required to rekey or replace the affected lock(s). The State, at its discretion, may replace the affected lock(s) or perform the rekeying. When the replacement of lock(s) or rekeying is performed by the State, the total cost of rekeying or lock replacement shall be deducted from the monthly payment due to the Contractor.

It is the responsibility of the Contractor to prohibit the use of keys issued by the State to any person(s) other than the employees of the Contractor.

The Contractor shall complete spring clean-up prior to requesting a sign-off for the end of season from the facility location. The final payment shall be invoiced after the clean-up has occurred and been approved.

**SITE SPECIFIC REQUIREMENTS:**

|   |           |   |
|---|-----------|---|
| State Police                              | Belmont   | <p>Snow removal and ice treatment must commence after two (2) inches of snow fall and be maintained clear during the course of the storm.<br/>         Contractor shall be responsible for staking properly prior to snow removal season and remove staking at the end of the season.<br/>         Driveway entrances and exits shall have a clear view of oncoming traffic.<br/>         All sand and salt should be removed from sidewalks and grass areas at the end of the season.<br/>         Parking lots: Sand and salt to be used.<br/>         Door entrances and aprons must be cleared as not to allow snow and ice build-up.<br/>         Criminal record check is required.<br/>         For spring cleanup the Vendor shall repair any damages.</p>  |
| NHES<br>Claremont                         | Claremont | <p>All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F And by 9am on weekends and holidays unless otherwise specified.<br/>         During business hours storms the Vendor shall provide snowplowing service as needed to ensure that no more than two inches have accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.<br/>         If under 2 inches of snow has accumulated Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of snow and ice hazards by 7am. There is no minimum amount of ice before all parking spaces and travel lanes should be treated. No pushing snow against the building.<br/>         The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.<br/>         If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways.<br/>         Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them.<br/>         Snow piling in travel lanes is prohibited.<br/>         Snow piling in parking spaces is not to exceed 5 percent of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than 5% of parking lot Vendor may be asked to remove the snow off site.<br/>         The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available.<br/>         Plowing snow onto walkways is prohibited, Vendor is responsible for removal of any snow plowed onto sidewalks.<br/>         Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants.<br/>         Vendor may be called in for ice or snow removal at any time between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.<br/>         For spring cleanup, the Vendor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris after all the snow is melted.<br/>         Primary business hours are 7 am to 5 pm Monday thru Friday</p> |
| Monadnock<br>Mills<br><br>17 Water Street | Claremont | <p>This site includes walkways.<br/>         NHES primary business hours are from 7 am to 5 pm M-F.<br/>         This location has three lots that must be cleared.<br/>         All parking spaces, travel lanes and sidewalks shall be cleared and treated with ice melt prior to 7am Monday-Friday<br/>         Vendor shall shovel, sand and or salt all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed. The walkways need to be kept clear of snow and ice during normal business hours (7am to 5pm M-f).<br/>         Continued:</p>  |

Contractor Initials RM  
 Date 7/14/21

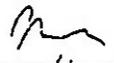
|   |                |   |
|---|----------------|---|
|   |                | <p>Contractor shall clear snow away from generators, HVAC units, dumpsters and propane tanks in order to provide unobstructed access to and from units each time parking lot is plowed.</p> <p>During business hours, Contractor shall provide snowplowing services as needed to assure that no more than two (2) inches have accumulated in travel lanes. The state leases eight (8) parking spaces across the street at Monadnock Mills the spaces are marked with State reserved signs that shall be included in the plowing services. Everything on the east side is included.</p> <p>Salt and sand barrels shall be placed at the building entrances and exits each plow season. Barrels shall be placed no later than November 1st and removed no later than May 15th. The vendor shall be responsible for filling them.</p> <p>There is no place to store snow in the parking lots. Snow must be removed within two (2) business days after the storm ends.</p> <p>The expectation during a snow storm is black and wet pavement in the travel lanes, empty parking spaces and walkways and 24 hours after the snow storm all travel lanes, parking spaces and walkways have black and dry pavement.</p> <p>Vendor shall staff this location accordingly to accommodate these requirements.</p> <p>There is no minimum amount of ice before all parking spaces, travel lanes and walkways should be treated.</p> <p>During business hours of this facility, the location has high volume and foot traffic Vendor should be aware of their surroundings due to this volume.</p> <p>No pushing snow against the building.</p> <p>If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways.</p> <p>Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants.</p> <p>Vendor may be called in for ice or snow removal at any time and in-between storms for the following conditions but not limited to; snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.</p> <p>For spring cleanup, the Vendor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris after all the snow is melted.</p> |
| <p>Legislative<br/>Parking<br/>Garage<br/><br/>Stors Street</p> | <p>Concord</p> | <p>All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am</p> <p>Snow must be removed off site from parking garage and all parking spaces clear of snow. There are no long term snow storage areas available in the parking garage. During a snow storm you are allowed to pile snow in designated parking spaces but all parking spaces must be usable and snow removed off site within 24 hours after the end of the storm. There are snow removal gates that snow can be pushed through into a truck for snow removal.</p> <p>Ramps to both garage entrance and exit shall be plowed and sanded on a regular basis during the duration of any storm to maintain access. Includes the access road on the ground level.</p> <p>Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them.</p> <p>Snow piling in travel lanes is prohibited.</p> <p>The expectation during a snow storm is black and wet pavement in the travel lanes and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.</p> <p>Plowing snow onto sidewalks and into stairwells is prohibited. Vendor is responsible for removal of any snow plowed onto sidewalks and into stairwells.</p> <p>No salt or salt product shall be used. Only Magnesium chloride (or approved salt substitute) and or clean sand shall be used.</p> <p>Snow removal must be accomplished with a rubber blade.</p> <p>The use of fire chains is prohibited</p> <p>Snow removal shall be accomplished within 24 hours of the end of a storm</p> <p>Vendor may be called in for ice or snow removal at any time between storms for the following conditions but not limited to, snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm. The parking garage freezes easily as it is elevated off of the ground and slippery conditions occur with any moisture.</p> <p>For spring cleanup, the Vendor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris before May 1st</p>  |

|   |                 |  |
|---|-----------------|--|
| <p>Franklin Armory<br/>South Main Street</p>    | <p>Franklin</p> | <p>The State of New Hampshire National Guard locations are first responder's in a declared emergency as such plowing is a priority at these facilities. The facilities are in operation 24 - 7. Normal business hours are Monday thru Sunday 6:00 AM to 4:30 PM. All areas to include travel lanes, parking spaces, walkways and emergency access points to the buildings need to be plowed out shoveled and treated by 6:30 AM.</p> <p>Contractor shall provide snow plowing as needed to ensure that not more than (2) inches of snow accumulates in travel lanes, parking spaces, walkways and all entrances or access areas to the buildings.</p> <p>The contractor will be required during any winter event to make sure that travel lanes parking spaces, walkways, and emergency exits are cleared from ice and snow and will be at bare pavement prior to leaving the location.</p> <p>The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice from all motor pool gates (inside and outside of motor pool gates) any snow and ice that prevents or hinders the complete and full operation and or movement of the gates will be removed by the contractor. Contractor will have a key they sign for to unlock and lock the gates. If the contractor finds that the lock on the gate is frozen and cannot unlock the gate the contractor will thaw frozen lock with water or lock deicer. Contractor will take measure to prevent the compound gate lock from freezing. Contractor will be responsible at their own expense for lost or missing keys at the location and may be required to replace all locks and keys due to security reasons.</p> <p>Contractor may be required to come back to plow compound after trucks have been moved. When plowing the parking areas, plow so that the snow does not block or is pushed into the compound gates. This is to ensure mission readiness.</p> <p>Driveway entrances and exits shall have a clear view of oncoming traffic.</p> <p>All outside emergency entranceways, walkways including maintenance ways and emergency exit ways need to be clear of snow and ice for emergency egress.</p> <p>When plowing the parking areas there is a dumpster cage that needs to be free of snow. Do not plow into dumpster cage gates pull snow away from dumpster gates.</p> <p>Rock salt and sand should be used in parking lots. Contractor should avoid using sand unless there is a need or safety concern.</p> <p>No rock salt or sand on sidewalks. Magnesium or potassium chloride should be used on sidewalks. All building sidewalks means of egress, doorways and overhead doors are included.</p> <p>Salting and sanding shall occur at any time conditions warrant the following are examples: freezing rain, black ice, sleet, spring melt off and snow drift clean up.</p> <p>After the storm is complete all travel lanes, parking spaces, walkways and all entrances or access areas to the buildings need to be cleaned and at bare pavement before the next business day.</p> <p>All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location.</p> |
| <p>Liquor Store #73<br/>Interstate 95 South</p> | <p>Hampton</p>  | <p>Hours of Operation: Sun - Sat 8 AM - 9 PM</p> <p>Vendor shall commence operations so that one (1) hour before the opening of the facility, the facility has been completely serviced.</p> <p>Vendor shall supply snowplowing services as needed to ensure that no more than two (2) inches have accumulated in the travel lanes.</p> <p>Vendor shall shovel, sand, and/or salt/Magnesium Chloride all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during business hours.</p> <p>Vendor shall provide 20-25 lb. bags of Magnesium Chloride or equivalent no later than November 1 each plow season.</p> <p>Snow must be hauled away from the premises of all locations when necessary to have complete access to dumpsters, generators, propane tanks, HVAC units, parking areas, entrance ways, exits, and loading areas.</p> <p>To eliminate build-up, the Vendor shall salt, sand, and scrape all surfaces after every ice/snow storm. Salt and sand barrels shall be placed at the building entrances and exits each plow season no later than November 1 and removed no later than May 15. The Vendor shall be responsible for filling them.</p>   |
| <p>Liquor Store #76<br/>Interstate 95 North</p> | <p>Hampton</p>  | <p>Hours of Operation: Sun - Sat 8 AM - 9 PM</p> <p>Vendor shall commence operations so that one (1) hour before the opening of the facility, the facility has been completely serviced.</p> <p>Vendor shall supply snowplowing services as needed to ensure that no more than two (2) inches have accumulated in the travel lanes.</p> <p>Vendor shall shovel, sand, and/or salt/Magnesium Chloride all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during business hours.</p>   |

Contractor Initials *mm*  
Date *2/25/21*

|   |              |   |
|---|--------------|---|
|   |              | <p>Vendor shall provide 20-25 lb. bags of Magnesium Chloride or equivalent no later than November 1 each plow season.</p> <p>Snow must be hauled away from the premises of all locations when necessary to have complete access to dumpsters, generators, propane tanks, HVAC units, parking areas, entrance ways, exits, and loading areas.</p> <p>To eliminate build-up, the Vendor shall salt, sand, and scrape all surfaces after every ice/snow storm. Salt and sand barrels shall be placed at the building entrances and exits each plow season no later than November 1 and removed no later than May 15. The Vendor shall be responsible for filling them.</p>   |
| Hillsborough Armory<br>West Main Street         | Hillsborough | <p>The State of New Hampshire National Guard locations are first responder's in a declared emergency as such plowing is a priority at these facilities. The facilities are in operation 24 - 7. Normal business hours are Monday thru Sunday 6:00 AM to 4:30 PM. All areas to include travel lanes, parking spaces, walkways and emergency access points to the buildings need to be plowed out shoveled and treated by 6:30 AM.</p> <p>Contractor shall provide snow plowing as needed to ensure that not more than (2) inches of snow accumulates in travel lanes, parking spaces, walkways and all entrances or access areas to the buildings.</p> <p>The contractor will be required during any winter event to make sure that travel lanes parking spaces, walkways, and emergency exits are cleared from ice and snow and will be at bare pavement prior to leaving the location.</p> <p>The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice from all motor pool gates (inside and outside of motor pool gates) any snow and ice that prevents or hinders the complete and full operation and or movement of the gates will be removed by the contractor. Contractor will have a key they sign for to unlock and lock the gates. If the contractor finds that the lock on the gate is frozen and cannot unlock the gate the contractor will thaw frozen lock with water or lock deicer. Contractor will take measure to prevent the compound gate lock from freezing. Contractor will be responsible at their own expense for lost or missing keys at the location and may be required to replace all locks and keys due to security reasons.</p> <p>Contractor may be required to come back to plow compound after trucks have been moved. When plowing the parking areas, plow so that the snow does not block or is pushed into the compound gates. This is to ensure mission readiness.</p> <p>Driveway entrances and exits shall have a clear view of oncoming traffic.</p> <p>All outside emergency entranceways, walkways including maintenance ways and emergency exit ways need to be clear of snow and ice for emergency egress.</p> <p>When plowing the parking areas there is a dumpster cage that needs to be free of snow. Do not plow into dumpster cage gates pull snow away from dumpster gates.</p> <p>Rock salt and sand should be used in parking lots. Contractor should avoid using sand unless there is a need or safety concern.</p> <p>No rock salt or sand on sidewalks. Magnesium or potassium chloride should be used on sidewalks. All building sidewalks means of egress, doorways and overhead doors are included.</p> <p>Salting and sanding shall occur at any time conditions warrant the following are examples: freezing rain, black ice, steel, spring melt off and snow drift; clean up.</p> <p>After the storm is complete all travel lanes, parking spaces, walkways and all entrances or access areas to the buildings need to be cleaned and at bare pavement before the next business day.</p> <p>All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location.</p> |
| Jaffrey-Peterborough Circuit Court<br>Roule 202 | Jaffrey      | <p>Vendor shall commence snow plow operations no later than 6 am Monday - Friday to ensure the following: all parking spaces and travel lanes are plowed and useable prior to 6:30 am and that all walkways and employee access areas are shoveled and useable prior to 6:30 am.</p> <p>During the primary business hours of the facility, 7 am - 4:30 pm, Monday - Friday, Vendor shall provide: snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours.</p> <p>Vendor shall provide snow removal services as follows: Snow piling in parking spaces, if necessary during a storm, shall be permitted. The snow shall be removed within 24 hours. Snow removal times shall be after 7 pm Monday - Friday, or between 8 am - pm Saturday and Sunday.</p> <p>Vendor shall not plow snow in front of oil pad.</p> <p>Vendor shall not plow snow in front of fire hydrant.</p> <p>No use of state equipment.</p>  |

|  |                |  |
|--|----------------|--|
|  |                | <p>The State shall allow the Vendor to store equipment on state property as needed. The Vendor shall coordinate with the State to determine storage needs and availability.</p>  |
| <p>Lebanon<br/>Readiness<br/>Center (RC)</p>                                       | <p>Lebanon</p> | <p>The State of New Hampshire National Guard locations are first responder's in a declared emergency as such plowing is a priority at these facilities. The facilities are in operation 24 - 7. Normal business hours are Monday thru Sunday 6:00 AM to 4:30 PM. All areas to include travel lanes, parking spaces, walkways and emergency access points to the buildings need to be plowed out shoveled and treated by 6:30 AM.</p> <p>Contractor shall provide snow plowing as needed to ensure that not more than (2) inches of snow accumulates in travel lanes, parking spaces, walkways and all entrances or access areas to the buildings.</p> <p>The contractor will be required during any winter event to make sure that travel lanes parking spaces, walkways, and emergency exits are cleared from ice and snow and will be at bare pavement prior to leaving the location.</p> <p>The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice from all motor pool gates (inside and outside of motor pool gates) any snow and ice that prevents or hinders the complete and full operation and or movement of the gates will be removed by the contractor. Contractor will have a key they sign for to unlock and lock the gates. If the contractor finds that the lock on the gate is frozen and cannot unlock the gate the contractor will thaw frozen lock with water or lock deicer. Contractor will take measure to prevent the compound gate lock from freezing. Contractor will be responsible at their own expense for lost or missing keys at the location and may be required to replace all locks and keys due to security reasons.</p> <p>Contractor may be required to come back to plow compound after trucks have been moved. When plowing the parking areas, plow so that the snow does not block or is pushed into the compound gates. This is to ensure mission readiness.</p> <p>Driveway entrances and exits shall have a clear view of oncoming traffic.</p> <p>All outside emergency entranceways, walkways including maintenance ways and emergency exit ways need to be clear of snow and ice for emergency egress.</p> <p>When plowing the parking areas there is a dumpster cage that needs to be free of snow. Do not plow into dumpster cage gates pull snow away from dumpster gates.</p> <p>Rock salt and sand should be used in parking lots. Contractor should avoid using sand unless there is a need or safety concern.</p> <p>No rock salt or sand on sidewalks. Magnesium or potassium chloride should be used on sidewalks.</p> <p>All building sidewalks means of egress, doorways and overhead doors are included.</p> <p>Soling and sanding shall occur at any time conditions warrant the following are examples: freezing rain, black ice, sleet, spring melt off and snow drift clean up.</p> <p>After the storm is complete all travel lanes, parking spaces, walkways and all entrances or access areas to the buildings need to be cleaned and at bare pavement before the next business day.</p> <p>All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location.</p> |
| <p>Hillsborough<br/>County<br/>Superior Court<br/>- South<br/>30 Spring Street</p> | <p>Nashua</p>  | <p>Vendor shall commence snow plow operations no later than 6 am Monday - Friday to ensure the following: all parking spaces and travel lanes are plowed and useable prior to 6:30 am and that all walkways and employee access areas are shoveled and useable prior to 6:30 am.</p> <p>During the primary business hours of the facility, 7 am - 4:30 pm, Monday - Friday, Vendor shall provide: snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours.</p> <p>Vendor shall provide snow removal services as follows: Snow piling in parking spaces, if necessary during a storm, shall be removed within 24 hours of the storm's end. All parking spaces shall be useable within 24 hours of the storm's end. Snow removal times shall be after 7 pm Monday - Friday, or between 8 am - 5 pm Saturday and Sunday. Vendor shall coordinate with State to determine which areas may be utilized for temporary snow storage during this time.</p> <p>No use of state equipment.<br/>No storing of Vendor equipment on state property.</p>   |

Contractor Initials   
Date 7/25/11

|   |               |   |
|---|---------------|---|
| <p>NHES Nashua<br/>6 Townsend<br/>West</p>                            | <p>Nashua</p> | <p>All parking spots shall be useable by 7 AM Monday through Friday. NHES' primary business hours are from 7 AM to 5 PM M-F.<br/>Location has three lots that must be cleared.<br/>During business hours, Contractor shall provide snowplowing services as needed to assure that no more than two (2) inches have accumulated in travel lanes.<br/>Vendor shall shovel, sand, and/or salt all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed.<br/>Salt and sand barrels shall be placed at the building entrances and exits each plow season. Barrels shall be placed no later than November 1 and removed no later than May 15. The Vendor shall be responsible for filling them.<br/>Snow must be removed within two (2) business days after the storm ends.<br/>Contractor shall clear snow away from generators, HVAC units, dumpsters, and propane tanks in order to provide unobstructed access to and from units each time parking lot is plowed.<br/>Location has a generator; the snow must be cleared away from the fencing of the generator and the generator.</p>   |
| <p>Liquor Store<br/>#69<br/>25 Coliseum<br/>Avenue</p>                | <p>Nashua</p> | <p>Hours of Operation: Sun 9 AM - 6 PM, M - Sat 9 AM - 9 PM<br/>Vendor shall commence operations so that one (1) hour before the opening of the facility, the facility has been completely serviced.<br/>Vendor shall supply snowplowing services as needed to ensure that no more than two (2) inches have accumulated in the travel lanes.<br/>Vendor shall shovel, sand, and/or salt/Magnesium Chloride all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during business hours.<br/>Vendor shall provide 20-25 lb. bags of Magnesium Chloride or equivalent no later than November 1 each plow season.<br/>Snow must be hauled away from the premises of all locations when necessary to have complete access to dumpsters, generators, propane tanks, HVAC units, parking areas, entrance ways, exits, and loading areas.<br/>To eliminate build-up, the Vendor shall salt, sand, and scrape all surfaces after every ice/snow storm.<br/>Salt and sand barrels shall be placed at the building entrances and exits each plow season no later than November 1 and removed no later than May 15. The Vendor shall be responsible for filling them.</p>   |
| <p>Nashua CHP<br/>Building<br/>154 Daniel<br/>Webster<br/>Highway</p> | <p>Nashua</p> | <p>The State of New Hampshire National Guard locations are first responder's in a declared emergency as such plowing is a priority at these facilities. The facilities are in operation 24 - 7. Normal business hours are Monday thru Sunday 6:00 AM to 4:30 PM. All areas to include travel lanes, parking spaces, walkways and emergency access points to the buildings need to be plowed out shoveled and treated by 6:30 AM.<br/>Contractor shall provide snow plowing as needed to ensure that not more than (2) inches of snow accumulates in travel lanes, parking spaces, walkways and all entrances or access areas to the buildings.<br/>The contractor will be required during any winter event to make sure that travel lanes parking spaces, walkways, and emergency exits are cleared from ice and snow and will be at bare pavement prior to leaving the location.<br/>The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice from all motor pool gates (inside and outside of motor pool gates) any snow and ice that prevents or hinders the complete and full operation and or movement of the gates will be removed by the contractor. Contractor will have a key they sign for to unlock and lock the gates. If the contractor finds that the lock on the gate is frozen and cannot unlock the gate the contractor will thaw frozen lock with water or lock deicer. Contractor will take measure to prevent the compound gate lock from freezing. Contractor will be responsible at their own expense for lost or missing keys at the location and may be required to replace all locks and keys due to security reasons.<br/>Contractor may be required to come back to plow compound after trucks have been moved.<br/>When plowing the parking areas, plow so that the snow does not block or is pushed into the compound gates. This is to ensure mission readiness.<br/>Driveway entrances and exits shall have a clear view of oncoming traffic.<br/>All outside emergency entranceways, walkways including maintenance ways and emergency exit ways need to be clear of snow and ice for emergency egress.<br/>When plowing the parking areas there is a dumpster cage that needs to be free of snow. Do not plow into dumpster cage gates pull snow away from dumpster gates.<br/>Rock salt and sand should be used in parking lots. Contractor should avoid using sand unless there is a need or safety concern.<br/>No rock salt or sand on sidewalks. Magnesium or potassium chloride should be used on sidewalks.</p> |

Contractor Initials   *ML*    
Date   12/21/11

|                                     |          |  |
|-------------------------------------|----------|--|
|                                     |          | <p>plowing and sanding shall occur at any time conditions warrant. The following are examples: freezing rain, black ice, sleet, spring melt off and snow drift clean up.</p> <p>After the storm is complete all travel lanes, parking spaces, walkways and all entrances or access areas to the buildings need to be cleaned and at bare pavement before the next business day. All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location.</p>  |
| Army National Guard Training Center | Pembroke | <p>AASF is a secure facility and requires that all Vendor's staff sign-in and out. All individual and vehicle movement is restricted to designated areas.</p> <p>Vendor shall always stop, look in all directions and in the air before accessing the runway to ensure safety of any aircraft and the Vendor's employees.</p> <p>Vendor shall hand shovel along tarmac side of the building to include the building between all hanger bay doors and all main door ways to reduce melting and ice build-up.</p> <p>All vehicles and the Vendor's employees are subject to search when entering and leaving the facility and while on the facility.</p> <p>Vendor shall supply a list of employees who will work on site and keep the sign-in list updated. There will be no admittance to the Vendor or the Vendor's staff if they are not on the sign-in list.</p> <p>There is no smoking on the facility.</p> <p>Due to the drifts, the Vendor should consider the use of snow fencing.</p> <p>It is suggested the Vendor have carbon edge blades and wear shoes.</p> <p>Vendor shall hand shovel around taxiway lights. Vendor will be responsible to purchase and replace any damage to the lights or signs due to plowing related damage. Damage is to be determined by facility personnel.</p> <p>All employees of the Vendor who will work on site shall attend a mandatory safety training course. The National Guard will provide the training at no cost to the Vendor.</p> <p>All road contaminants (e.g. rock salt) shall be removed before entering the compound gates. The spreader will be cleaned of any salts from other jobs before entering the compound. Salt is very corrosive and will affect the air craft. The State will not allow entrance if there is any salt or sand contaminants that may affect the aircraft.</p> <p>Vehicles shall not be leaking any type of fluids. If a problem occurs, the vehicle shall be immediately taken out of service.</p> <p>Vehicles may be Stored on site in a designated area.</p> <p>The cement located at the facility is very aggressive and will cause advanced wear unless carbon wear shoes are used.</p> <p>If Vendor uses loaders with bush boxes, it is recommended that the Vendor have rubber squeegee blades with backer plates to keep the rubber from rolling under.</p> <p>In the event the State of New Hampshire has a declared disaster, the facility shall be plowed after one (1) inch of snow fall.</p> <p>Snow plowing is to include the compound and walkways.</p> <p>AASF is a first responder facility in a declared emergency; as such snow plowing is a priority in these situations.</p> <p>Compound gates shall be cleared of snow and ice to open freely. Vendor shall remove all snow and ice away from the gates, inside and outside the gates. Any snow or ice that prevents or hinders the complete and full operation and/or movement of the gates will be removed by the Vendor.</p> <p>Vendor will be issued a key card to access the compound areas.</p> <p>Vendor may be required to come back to plow the compound because of snow drifting and melting. To prevent ice build-up, ice will need to be scrapped. This is to ensure mission readiness.</p> <p>All outside entranceways, walkways including maintenance ways and emergency exits ways shall be clear of snow and ice for emergency egress.</p> |
| Pembroke Armory                     | Pembroke | <p>The State of New Hampshire National Guard locations are first responder's in a declared emergency as such plowing is a priority at these facilities. The facilities are in operation 24 - 7. Normal business hours are Monday thru Sunday 6:00 AM to 4:30 PM. All areas to include travel lanes, parking spaces, walkways and emergency access points to the buildings need to be plowed out shoveled and treated by 6:30 AM.</p> <p>Contractor shall provide snow plowing as needed to ensure that not more than (2) inches of snow accumulates in travel lanes, parking spaces, walkways and all entrances or access areas to the buildings.</p> <p>The contractor will be required during any winter event to make sure that travel lanes parking spaces, walkways, and emergency exits are cleared from ice and snow and will be at bare pavement prior to leaving the location.</p> <p>The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice from all motor pool gates (inside and outside of motor pool gates) any snow and ice</p>  |

Contractor Initials M  
Date 2/20/14

|   |                 |  |
|---|-----------------|--|
|   |                 | <p>that prevents or hinders the complete and full operation and or movement of the gates will be removed by the contractor. Contractor will have a key they sign for to unlock and lock the gates. If the contractor finds that the lock on the gate is frozen and cannot unlock the gate the contractor will thaw frozen lock with water or lock deicer. Contractor will take measure to prevent the compound gate lock from freezing. Contractor will be responsible at their own expense for lost or missing keys at the location and may be required to replace all locks and keys due to security reasons.</p> <p>Contractor may be required to come back to plow compound after trucks have been moved. When plowing the parking areas, plow so that the snow does not block or is pushed into the compound gates. This is to ensure mission readiness.</p> <p>Driveway entrances and exits shall have a clear view of oncoming traffic.</p> <p>All outside emergency entranceways, walkways including maintenance ways and emergency exit ways need to be clear of snow and ice for emergency egress.</p> <p>When plowing the parking areas there is a dumpster cage that needs to be free of snow. Do not plow into dumpster cage gates pull snow away from dumpster gates.</p> <p>Rock salt and sand should be used in parking lots. Contractor should avoid using sand unless there is a need or safety concern.</p> <p>No rock salt or sand on sidewalks. Magnesium or potassium chloride should be used on sidewalks. All building sidewalks means of egress, doorways and overhead doors are included.</p> <p>Salt and sanding shall occur at any time conditions warrant the following are examples: freezing rain, black ice, sleet, spring melt off and snow drift clean up.</p> <p>After the storm is complete all travel lanes, parking spaces, walkways and all entrances or access areas to the buildings need to be cleaned and at bare pavement before the next business day.</p> <p>All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location.</p>   |
| <p>Plymouth Armory<br/>19 Armory Road</p> | <p>Plymouth</p> | <p>The State of New Hampshire National Guard locations are first responder's in a declared emergency as such plowing is a priority at these facilities. The facilities are in operation 24 - 7. Normal business hours are Monday thru Sunday 6:00 AM to 4:30 PM. All areas to include travel lanes, parking spaces, walkways and emergency access points to the buildings need to be plowed out shoveled and treated by 6:30 AM.</p> <p>Contractor shall provide snow plowing as needed to ensure that not more than (2) inches of snow accumulates in travel lanes, parking spaces, walkways and all entrances or access areas to the buildings.</p> <p>The contractor will be required during any winter event to make sure that travel lanes parking spaces, walkways, and emergency exits are cleared from ice and snow and will be at bare pavement prior to leaving the location.</p> <p>The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice from all motor pool gates (inside and outside of motor pool gates) any snow and ice that prevents or hinders the complete and full operation and or movement of the gates will be removed by the contractor. Contractor will have a key they sign for to unlock and lock the gates. If the contractor finds that the lock on the gate is frozen and cannot unlock the gate the contractor will thaw frozen lock with water or lock deicer. Contractor will take measure to prevent the compound gate lock from freezing. Contractor will be responsible at their own expense for lost or missing keys at the location and may be required to replace all locks and keys due to security reasons.</p> <p>Contractor may be required to come back to plow compound after trucks have been moved. When plowing the parking areas, plow so that the snow does not block or is pushed into the compound gates. This is to ensure mission readiness.</p> <p>Driveway entrances and exits shall have a clear view of oncoming traffic.</p> <p>All outside emergency entranceways, walkways including maintenance ways and emergency exit ways need to be clear of snow and ice for emergency egress.</p> <p>When plowing the parking areas there is a dumpster cage that needs to be free of snow. Do not plow into dumpster cage gates pull snow away from dumpster gates.</p> <p>Rock salt and sand should be used in parking lots. Contractor should avoid using sand unless there is a need or safety concern.</p> <p>No rock salt or sand on sidewalks. Magnesium or potassium chloride should be used on sidewalks. All building sidewalks means of egress, doorways and overhead doors are included.</p> <p>Salt and sanding shall occur at any time conditions warrant the following are examples: freezing rain, black ice, sleet, spring melt off and snow drift clean up.</p> <p>After the storm is complete all travel lanes, parking spaces, walkways and all entrances or access areas to the buildings need to be cleaned and at bare pavement before the next business day.</p> |

Contractor Initials   *jm*    
Date   7/25/12

|                                |           |   |
|--------------------------------|-----------|---|
|                                |           | <p>All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location.</p>  |
| National Guard Training Center | Strafford | <p>The State of New Hampshire National Guard locations are first responder's in a declared emergency as such plowing is a priority at these facilities. The facilities are in operation 24 - 7. Normal business hours are Monday thru Sunday 6:00 AM to 4:30 PM. All areas to include travel lanes, parking spaces, walkways and emergency access points to the buildings need to be plowed out shoveled and treated by 6:30 AM.</p> <p>Contractor shall provide snow plowing as needed to ensure that not more than (2) inches of snow accumulates in travel lanes, parking spaces, walkways and all entrances or access areas to the buildings.</p> <p>The contractor will be required during any winter event to make sure that travel lanes parking spaces, walkways, and emergency exits are cleared from ice and snow and will be at bare pavement prior to leaving the location.</p> <p>The compound gates shall be cleared of snow and ice to open freely. Contractor shall remove all snow and ice from all motor pool gates (inside and outside of motor pool gates) any snow and ice that prevents or hinders the complete and full operation and or movement of the gates will be removed by the contractor. Contractor will have a key they sign for to unlock and lock the gates. If the contractor finds that the lock on the gate is frozen and cannot unlock the gate the contractor will thaw frozen lock with water or lock deicer. Contractor will take measure to prevent the compound gate lock from freezing. Contractor will be responsible at their own expense for lost or missing keys at the location and may be required to replace all locks and keys due to security reasons.</p> <p>Contractor may be required to come back to plow compound after trucks have been moved. When plowing the parking areas, plow so that the snow does not block or is pushed into the compound gates. This is to ensure mission readiness.</p> <p>Driveway entrances and exits shall have a clear view of oncoming traffic.</p> <p>All outside emergency entranceways, walkways including maintenance ways and emergency exit ways need to be clear of snow and ice for emergency egress.</p> <p>When plowing the parking areas there is a dumpster cage that needs to be free of snow. Do not plow into dumpster cage gates pull snow away from dumpster gates.</p> <p>Rock salt and sand should be used in parking lots. Contractor should avoid using sand unless there is a need or safety concern.</p> <p>No rock salt or sand on sidewalks. Magnesium or potassium chloride should be used on sidewalks.</p> <p>All building sidewalks means of egress, doorways and overhead doors are included.</p> <p>Sanding and salting shall occur at any time conditions warrant the following are examples: freezing rain, black ice, sleet, spring melt off and snow drift clean up.</p> <p>After the storm is complete all travel lanes, parking spaces, walkways and all entrances or access areas to the buildings need to be cleaned and at bare pavement before the next business day.</p> <p>All damages that occurs during the winter months by the contractor will need to be fixed and signed off by a designated person at the location.</p> |
| NHES<br>518 White Mountain HWY | Conway    | <p>All parking spots shall be useable by 7 AM Monday through Friday. NHES' primary business hours are from 7 AM to 5 PM M-F.</p> <p>Location has three lots that must be cleared.</p> <p>During business hours, Contractor shall provide snowplowing services as needed to assure that no more than two (2) inches have accumulated in travel lanes.</p> <p>Vendor shall shovel, sand, and/or salt all public and employee access areas and walkways to ensure that they are kept clear of now and ice hazards each time the parking lot is plowed.</p> <p>Salt and sand barrels shall be placed at the building entrances and exits each plow season. Barrels shall be placed no later than November 1 and removed no later than May 15. The Vendor shall be responsible for filling them.</p> <p>Snow must be removed within two (2) business days after the storm ends.</p> <p>Contractor shall clear snow away from generators, HVAC units, dumpsters, and propane tanks in order to provide unobstructed access to and from units each time parking lot is plowed.</p> <p>Location has a generator; the snow must be cleared away from the fencing of the generator and the generator.</p> <p>Snow Slough-Off from Metal Roof (To be awarded with snow plowing contract)</p> <p>Vendor shall remove snow slough-off from metal roof, snow and ice accumulating under windows from roof, and ice build-up on fascia area as needed.</p>   |

Contractor Initials       
Date 7/24/21

|  |        |   |
|--|--------|---|
|  |        | Vendor shall only remove what can be reached from the ground.<br>Vendor shall provide any and all equipment and manpower necessary to accomplish goal of removing accumulation under windows and ice build-up on fascia area. Equipment used shall not destroy the landscaping.   |
| Gorham Regional Office<br>80 Glen Road | Gorham | Location shall have four bid components: annual not to exceed cost, plowing per visit, salt/sand treatment per application, roof shoveling as requested.<br>Plowing and removal operations shall commence upon the accumulation of four (4) inches.<br>Bare pavement policy does not apply to this facility.<br>Vendor shall cleanup snow drifts to allow for travel, the pavement does not need to be returned to bare pavement.<br>Walkways are not included. |

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

Contractor Initials       
Date 7 Jan/24

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

#### **5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

#### **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2440-21, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S{g0fzcv55qhxaeqs45jpyq5i45}\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S{g0fzcv55qhxaeqs45jpyq5i45})/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

#### **7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

#### **8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

#### **9. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a

Contractor Initials             
Date

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Snow Plowing services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$1,059,167; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

| Location Name              | Address to be Serviced         | August 2021 - July 2022 | August 2022 - July 2023 | August 2023 - July 2024 |
|----------------------------|--------------------------------|-------------------------|-------------------------|-------------------------|
| State Police               | Higgins Rd<br>Belmont          | \$7,500                 | \$7,500                 | \$7,500                 |
| NHES Claremont             | 404 Washington St<br>Claremont | \$5,500                 | \$5,500                 | \$5,500                 |
| Monadnock Mills            | 17 Water Street<br>Claremont   | \$5,000                 | \$5,000                 | \$5,000                 |
| Legislative Parking Garage | Storrs Street<br>Concord       | \$5,499                 | \$5,499                 | \$5,499                 |
| Franklin Armory            | South Main Street<br>Franklin  | \$12,000                | \$12,000                | \$12,000                |

|  |                                   |          |          |          |
|--|-----------------------------------|----------|----------|----------|
| Liquor Store #73                           | Interstate 95 South Hampton       | \$27,499 | \$27,499 | \$27,499 |
| Liquor Store #76                           | Interstate 95 North Hampton       | \$29,999 | \$29,999 | \$29,999 |
| Hillsborough Armory                        | West Main Street Hillsborough     | \$10,000 | \$10,000 | \$10,000 |
| Jaffrey-Peterborough Circuit Court         | Route 202 Jaffrey                 | \$10,999 | \$10,999 | \$10,999 |
| Lebanon Readiness Center (RC)              | 174 Heater Rd Lebanon             | \$15,999 | \$15,999 | \$15,999 |
| Hillsborough County Superior Court - South | 30 Spring Street Nashua           | \$16,499 | \$16,499 | \$16,499 |
| NHES Nashua                                | 6 Townsend West Nashua            | \$14,999 | \$14,999 | \$14,999 |
| Liquor Store #69                           | 25 Coliseum Avenue Nashua         | \$12,499 | \$12,499 | \$12,499 |
| Nashua CHP Building                        | 154 Daniel Webster Highway Nashua | \$4,999  | \$4,999  | \$4,999  |

|   |                                  |          |          |          |
|---|----------------------------------|----------|----------|----------|
| Army National Guard Training Center           | 96 Sheep Davis Rd<br>Pembroke    | \$39,900 | \$39,900 | \$39,900 |
| Pembroke Armory                               | 722 Riverwood Dr.<br>Pembroke    | \$24,999 | \$24,999 | \$24,999 |
| Plymouth Armory                               | 19 Armory Road<br>Plymouth       | \$10,000 | \$10,000 | \$10,000 |
| National Guard Training Center                | Strafford                        | \$41,900 | \$41,900 | \$41,900 |
| NHES Conway<br>*per occurrence opt            | 518 White Mountain<br>HWY Conway | \$12,749 | \$12,749 | \$12,749 |
| Gorham Regional Office<br>*per occurrence opt | 80 Glen Road Gorham              | \$6,250  | \$6,250  | \$6,250  |

**3. ADDING LOCATIONS AFTER AWARD(S):**

The State shall procure services for added locations under this contract utilizing the following steps:

1. When adding a location, the State will issue a Request for Quote ("RFQ") containing the location to be added and the facility requirements, by the Contract Manager, to all the contractors.
2. The Contractor shall submit a quote offering by the due date referenced in each RFQ.
3. The contractor offering the lowest cost, meeting specifications, for the service shall be selected.

Contractor Initials *mm*  
Date *2/21/12*

If no bids are received by any of the contractors, a RFB will be posted to the State's bid website and be open to all vendors.

**4. INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

The contracted rate for the period of October through April should be billed in monthly installments.

All invoices shall include the location and the month that is being billed. All invoices for the month being invoiced shall occur after the month ends and payment shall be net 30 upon acceptance of work by the agency. April's payment shall occur after a facility sign-off sheet has been completed. The State shall use the invoice date or the facility sign-off sheet date, whichever is later, as the basis for the net 30.

The invoice shall be sent to the address of the using agency under agreement.

**5. PAYMENT**

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials       
Date 7/21/21

EXHIBIT D

RFB #2440-21 is incorporated here within.

Contractor Initials                       
Date 7/10/11

*(Limited partnership, Limited liability professional partnership or LLC)*

**Certificate of Authority # 3**

**Limited Partnership or LLC Certification of Authority**

I, Richard J. McInerney, hereby certify that I am the sole Partner, Member or  
(Name)

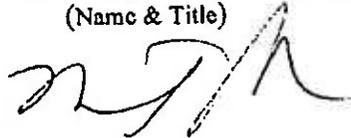
Manager and the sole officer of Kettle's Popcorn Services, a limited liability partnership  
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 2/24/21

ATTEST: Richard J. McInerney Manager  
(Name & Title)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>Chalmers Insurance Agency<br>100 Main Street<br>PO Box 189<br>Bridgton ME 04009 | <b>CONTACT NAME:</b> Jodi Turner<br><b>PHONE (A/C, No, Ext):</b> (207) 647-3311<br><b>FAX (A/C, No):</b> (207) 647-3003<br><b>E-MAIL ADDRESS:</b> jturner@ChalmersInsuranceGroup.com  |                               |  |        |            |                                 |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |
|--|---|-------------------------------|--|--------|------------|---------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|
|  | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Acuity Mutual Insurance Company</td> <td>14184</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | Acuity Mutual Insurance Company | 14184 | INSURER B: |  |  | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE  |   | NAIC #                        |  |        |            |                                 |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |
| INSURER A:   | Acuity Mutual Insurance Company   | 14184                         |  |        |            |                                 |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |
| INSURER B:   |   |                               |  |        |            |                                 |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |
| INSURER C:   |   |                               |  |        |            |                                 |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |
| INSURER D:   |   |                               |  |        |            |                                 |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |
| INSURER E:   |   |                               |  |        |            |                                 |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |
| INSURER F:   |   |                               |  |        |            |                                 |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |
| <b>INSURED</b><br>Katahdin Property Services<br>PO Box 343<br>Dover Foxcroft ME 04428              |   |                               |  |        |            |                                 |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |

**COVERAGES**      **CERTIFICATE NUMBER:** CL20122939619      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSD WVO | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    | ZG7768        | 09/15/2020              | 09/15/2021              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (If a occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Employment Practices \$ 25,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> 19      |                    | ZG7768        | 09/15/2020              | 09/15/2021              | COMBINED SINGLE LIMIT (E & accidents) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>Medical payments \$ 5,000  |
|          | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DCD <input type="checkbox"/> RETENTION \$   |                    |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>PER STATUTE    OTH-ER   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N                | N/A           |                         |                         | E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder:  
 State of New Hampshire, Administrative Services, Bureau of Purchase and Property  
 25 Capitol St., Room 102  
 Concord, NH 03301

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>State of New Hampshire, Admin Services Bureau of Purchase & 25 Capitol St., Room 102<br>Concord NH 03301 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|



# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that KATAHDIN PROPERTY SERVICES LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on July 28, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 877060

Certificate Number : 0005414931



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 28th day of July A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 10/28/22

Company Name: Katahdin Property Services  
Address: 135 East Main Street  
Dover-Foxcroft Maine 04426

To: Point of Contact: Sean Clark  
Telephone: (603)-271-3290  
Email: NH.Purchasing@dos.nh.gov

RE: Bid Invitation Name: Snow Plowing Services- State Police Troop F/ DMV 549 Route 302 Twin Mountain  
Bid Number: 2686-23  
Bid Posted Date (on or by): 10/21/2022  
Bid Closing Date and Time: 11/1/2022 2022 @ 10:00 AM (EST)  
Dear Sean Clark

[Insert name of signor] Richard McCue on behalf of Katahdin Property Services [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2686-23 for at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

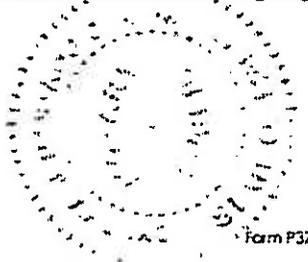
Authorized Signor's Signature [Signature] Authorized Signor's Title Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Piscataquis STATE: Me. ZIP: 04426

On the 28th day of October, 2022, personally appeared before me, the above named Richard McCue in his/her capacity as authorized representative of Katahdin Property Services, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.  
Cynthia J. Mastrogiovanni  
(Notary Public/Justice of the Peace)



My commission expires: \_\_\_\_\_ (Date)

Cynthia J. Mastrogiovanni  
Notary Public, State of Maine  
My Commission Expires 6/24/2027

Contractor Initials RM  
Date 10/28/22

REQUEST FOR BID FOR Snow Plowing Services- State Police Troop F/ DMV 549 Route 302 Twin Mountain SERVICES  
FOR  
THE STATE OF NEW HAMPSHIRE

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for Snow Plowing Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

**BID SUBMITTAL:**

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.NH.Gov). All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

**BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Sean Clark at the following address: [Sean.M.Clark@DAS.NH.Gov](mailto:Sean.M.Clark@DAS.NH.Gov)

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

|            |   |
|------------|---|
| 10/21/2022 | Bid Solicitation distributed on or by                                   |
| 10/26/2022 | Last day for questions, clarifications, and/or requested changes to bid |
| 11/01/2022 | 10:00 A.M (EST) Bid Closing   |
| 11/15/2022 | Implementation of Contract  |

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

**CONTRACT TERM:**

The term of the contract shall commence November 1, 2022 or upon execution by the Governor and Executive Counsel, whichever is later (the "effective date") and shall continue thereafter for a period of two (2) years.

The contract may be extended for up to an additional three (3) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services.

**CONTRACT AWARD:**

The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost by location. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.

Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

Contractor Initials *JM*  
Date 11/21/22

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any bid or proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning bids or proposals, including but not limited to pricing or scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G: 37.

To the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, NH RSA Chapter 91-A (the "Right-to-Know" Law), the State shall, after final negotiations with the selected vendor are complete, attempt to maintain the confidentiality of portions of a bid or proposal that are clearly and properly marked by a bidder as confidential. Any and all information contained in or connected to a bid or proposal that a bidder considers confidential shall be clearly designated in the following manner:

**If the bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. The State will generally assume that a bid or proposal submitted without an additional redacted copy contains no information which the bidder deems confidential. Bids and proposals which contain no redactions, as well as redacted versions of submissions that have been accepted by the State, may be released to the public, including by means of posting on State web sites.**

The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not marked in accordance with the foregoing provisions. It is specifically understood and agreed that the bidder waives any claim of confidentiality as to any portion of a response to this RFB or RFP that is not marked as indicated above, and that unmarked (or improperly marked) submissions may be disseminated to any person, without limitation. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

By submitting a bid or proposal, the bidder agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the bidder.

Notwithstanding NH RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to this bid invitation from the time this bid is published until the closing date for responses.

**TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract at any time with written notice to the successful Vendor a thirty (30) day written notice.

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

**STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed **VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

• **CERTIFICATE OF INSURANCE:**

Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

**BID PRICES:**

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer

**AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501 c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

**PAYMENT:**

Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm> Eligible participants shall negotiate their own payment methods with the successful Vendor.

**INVOICING:**

Invoices shall be submitted to the corresponding State agency after completion of work.

**TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ahaeqs45ipya5145\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ahaeqs45ipya5145))/welcome.aspx)

**IF AWARDED A CONTRACT:**

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 1.4 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.

Contractor Initials RM  
Date 10/25/14

- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

**SPECIFICATIONS:**

Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

**SITE VISITATION:**

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to arrange a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services. Please note we highly encourage a site visit to see the location and have a walkthrough to explain expectations. To set up a site visit please contact the agency contact listed for the location in attachment 2.

**SCOPE OF SERVICES:**

Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

To remove all snow from entrance roadways, parking lots, and other areas of the facilities as listed and specified herein. All building sidewalks means of egress, doorways and overhead doors are included in this bid. Vendor shall furnish all equipment, vehicles, labor, and supervision to perform the work specified herein.

Areas requiring snow plowing are to be properly staked prior to the start of each snow season. This is to be completed by the Vendor. If damage is found while the Vendor is staking the property, the Vendor shall be responsible for notifying the Contract Manager in writing. The State of New Hampshire will reject any claim that the area was damaged before snow plowing commenced if the claim was not made before the first storm.

The Vendor shall commence operations as follows:

- Plowing and removal operations shall begin upon the accumulation any amount of snow on travel lanes parking spaces and walkways during the winter event, unless otherwise specified differently in the facilities' scope of work and
- Salting and sanding shall occur at any time conditions warrant. The following are examples: freezing rain, black ice, sleet, spring melt off, and snow drift clean-up.

Snow is to be removed or sanded/salted as soon as accumulation reaches a depth indicated for each location, every time it snows, and plow continuously for the duration of the storm so as not to allow large accumulations of snow, so that in the event emergency vehicles need to gain access to any part of the location, they will be able to do so. All areas requiring snow removal shall be completed by the times indicated for that location.

The Vendor shall maintain locations with the goal of obtaining bare and dry pavement. Bare pavement should occur as soon as practical after a winter storm terminates.

In the event that plowing operations (by the vendor, city, town, or state) creates snow banks that impair the vision of vehicles and pedestrians entering and exiting the location, these banks shall be removed to ensure that safe entering and exiting can occur. This shall be completed within twenty-four (24) hours after the cessation of the storm.

Some locations require walkway and sidewalk snow removal. The Vendor shall keep walkways and sidewalks safe and passable at all times. The clearing of walkways and sidewalks shall not be done with equipment larger than the width of the walk or sidewalk. Special care must be exercised not to damage commemorative plaques, monument and statutes. Hand shoveling shall be done within three (3) feet of the aforementioned items.

The Vendor is responsible for snow drift and wind row clean-up. The Vendor may be called to return to the site to plow snow drifts during, after, or between storms.

The Vendor may use parking spots to store snow. Snow storage in parking spots shall not exceed five (5) percent of the available spots or as specified by the location. Handicap parking spots shall be kept completely free and clear. Locations that require snow removal in their scope of services, pricing shall be built in the annual fee. Vendor shall provide snow removal services to locations that request it on a case by case situation, at the pricing rates established by this bid. The State does not provide or allow snow removal of snow from one facility to be deposited at another state facility. All removed snow shall be lawfully disposed of.

Under no circumstances shall the Vendor push or plow snow onto public or private walkways and roadways.

The Vendor shall clear concrete walkways and driveways with sand treated with magnesium chloride or other approved product(s) only. No salt shall be used on these surfaces. Snow plow blades used on these surfaces shall be rubber, urethane, or other approved product(s).

Trucks shall be equipped so as to be capable of plowing snow and sanding under all storm conditions. All vehicles being used by the Vendor must be owned and registered to the Vendor and all vehicles must be manned and operated by employees of the Vendor.

All equipment used in the performance of services shall have amber flashing lights and strobe lights. These lights shall be on and in working condition at all times during operations. Vehicles not meeting this criterion shall be taken out of service immediately, no exceptions are to be made.

All equipment used in the performance of services shall be fitted with rubber tires. No metal chains shall be on the equipment.

All equipment shall be free of foreign substance on all areas to be utilizing in the plowing of the job site. A foreign substance is defined as any of the following: motor vehicle fluids (oil, gas, diesel, grease); plow fluids (fluids, grease); tobacco (no form of tobacco shall be in use in the vehicles while at the facility); and vehicle refuse (trash in vehicle that may escape into the plowing area). Vehicles and/or equipment that do not meet the above criterion shall be immediately taken out of service until the problem(s) are corrected. No exceptions are allowed.

In the event of a hazardous waste spill, any captured hazardous materials must be disposed of promptly and properly. This disposal shall take place within two (2) working days of the incident. The Vendor shall be required to provide copies of all disposal records and logs.

The Vendor shall report all accidents involving injury or major damage immediately after occurrence to the police (if necessary), to the facility location contact, and the Contract Manager.

Damage to curbing, pavement, grates, guard rails, etc. shall be reported at the earliest opportunity, no later than four (4) hours after occurrence to the facility location contact. Damages noted above are to be repaired by the Vendor, at the Vendor's expense, as soon as possible after occurrence. Final payment will not be made unless all repairs have been completed and approved by the facility location contact.

The Vendor shall establish and implement methods of ensuring that all card keys and keys issued to the Vendor by the State are not lost or misplaced. The Vendor shall ensure that the card keys and keys are not used by unauthorized persons. No card keys and keys issued to the Vendor shall be duplicated. The Vendor shall report the loss of key cards and keys to the facility contact. In the event keys are lost, the Vendor shall be required to rekey or replace the affected lock(s) at their expense. The State, at its discretion, may replace the affected lock(s) or perform the rekeying. When the replacement of lock(s) or rekeying is performed by the State, the total cost of rekeying or lock replacement shall be deducted from the monthly payment due to the Vendor.

It is the responsibility of the Vendor to prohibit the use of keys issued by the State to any person(s) other than the employees of the Vendor.

The Vendor shall complete spring clean-up prior to requesting a sign-off for the end of season from the facility location. The final payment shall be invoiced after the clean-up has occurred and been approved.

All services performed under this Contract(s) shall be performed 24 - 7. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules

to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

**Site Specific Requirements:**

**\*\*Listed under attachment#: 2.**

**BARE PAVEMENT POLICY:**

Services shall include, but shall not be limited to, snow plowing, removal and disposal of snow; salting and sanding shall be accomplished as needed, or on request of the agency/location. The Vendor shall maintain a bare pavement policy; all areas shall be treated regardless of the amount of snow accumulation. If the minimum of 2" of snow is not reached to commence plowing it is still the responsibility of the Vendor to arrive at the site of service and meet the bare pavement policy.

**Additional Requirements:**

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Vendor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor to dismiss from the work such employees as deems

Contractor Initials mh  
Date 10/25/22

incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

Contractor Initials      
Date 11/22/12



**ATTACHMENT A**  
**SAMPLE FORM TO BE COMPLETED UPON AWARD**

FORM NUMBER P-37 (version 12/11/2019)

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 signing the contract.

**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<br><br><div style="text-align: right;">Date:</div>  |                    | 1.12 Name and Title of Contractor Signatory   |                      |
| 1.13 State Agency Signature<br><br><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><br><br>By: _____ Director. On: _____ |                    |   |                      |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i><br><br>By: _____ On: _____                   |                    |   |                      |
| 1.17 Approval by the Governor and Executive Council <i>(if applicable)</i><br><br>G&C Item number: _____ G&C Meeting Date: _____          |                    |   |                      |

Contractor Initials       
 Date 12/21/15

**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.

STATE OF NEW HAMPSHIRE  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: 10/26/2022

ADDENDUM # 2 TO BID INVITATION # 2686-23

DATE OF BID CLOSING: 11/01/2022

TIME OF BID CLOSING: 10:00 AM (EST)

FOR: Snow Plowing Services

**Question 2:**

Why does attachment 1 Offer Section state BID Number 2657-23?

**State Response:**

That is a typo made in error.

**ATTACHMENT ONE OFFER SECTION: PREVIOUSLY READ:**

Attachment 1: Offer Spreadsheet Bid 2657-23

**CHANGE TO READ:**

Attachment 1: Offer Spreadsheet Bid 2686-23

**PURCHASING AGENT:** Sean Clark  
**E:Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER: Katahdin Property Services ADDRESS 135 East Main Street

BY  Dover-Foxcroft Maine 04426

(This document must be signed)

Richard McCue TEL. NO. 207-270-1013

(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

**CHANGED TO READ:**

Our facility is open 24/7/365 with (3) shifts 7-3:30pm, 3-11:30pm, and 11-7:30am. Vendor must provide snowplowing, sanding, and salting services as needed assuring no more than two (2) inches of snow accumulation to ensure that emergency responders have continuous access to the main entrance. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed. Assist with Shoveling, all walkways/employee access areas, entrance / emergency doors and egresses to roadways. Contractor shall supply Salt / Sand to those areas to ensure that they are kept clear of snow and ice. Contractor shall be responsible for snow removal and push back, all parking spots shall be useable within twenty-four (24) hours after the storm ends. Contractor shall commence snow plow operations and salting/sanding to ensure that the facility has been fully serviced no later than 6 AM daily and Contractor must coordinate services with shift changes. Contractor shall be required to come back with 1-2 laborers the day after the storm to assist with clearing snow from patios. Driveway entrances and exits shall have a clear view of oncoming traffic.

Google map details can be found at the following link.

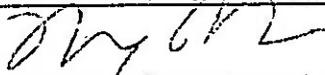
<https://www.google.com/maps/place/Hampstead+Hospital/@42.8710543,-71.1539494,291m/data=!3m2!1e3!5s0x89e2ff1b21062c37:0xa7dd1e2107120fd1!4m6!3m5!1s0x89e2ff1b21062c37:0x653cbd92589cafeb!8m2!3d42.8716717!4d-71.1541805!16s%2Fg%2F1v1sm731>

**ATTACHMENT 3**

**ADD ATTACHMENT 3 : MANCHESTER READINESS CENTER REFERENCE MAP**

**PURCHASING AGENT:** Sean Clark  
**E:Mail:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

**NOTE:** ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

**BIDDER** Katahdin Property Services **ADDRESS** 135 East Main Street  
**BY**  Dover-Foxcroft Maine 04426  
(this document must be signed)  
Richard McCue **TEL. NO.** 207-270-1013  
(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.