269 MLC

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 28, 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 (DAS) to enter into an amendment to an existing contract (Contract #8002550) with Steri Clean LLC (VC#278386), Londonderry, NH, for janitorial cleaning services by adding two locations, with no change to the current price limitation of $315,000.00. Effective upon Governor and Executive Council approval for the period of July 1, 2023, through June 30, 2024. The original contract (Contract #8002550) was approved by the Commissioner of the Department of Administrative Services on June 27, 2019, and most recently amended March 28, 2022, with the approval of the Commissioner of the Department of Administrative Services.

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 contract was originally approved by the Commissioner of the Department of Administrative Services on June 27, 2019. It was then subsequently amended with Commissioner approval on February 17, 2021; on April 20, 2021; on September 15, 2021; and on March 28, 2022.

The purpose of this request is to add two new locations to the original contract (Contract #8002550). The DAS, through the Bureau of Purchase and Property, issued request for bid (RFB) 2755-23 on April 20, 2023, with responses due on May 4, 2023, and RFB 2764-23 on May 4, 2023, with responses due on May 19, 2023. The bids reached 82 vendors through the NIGP registry with an additional 20 directly sourced. There were eleven compliant responses received with the lowest being from Steri Clean LLC.

The requested price limitation of $315,000.00 will cover the full term of existing contract with the addition of two locations and is calculated from actual expenditures in business intelligence reports for the last three (3) years, providing a more accurate estimation of spend. The spend limitation will be closely monitored to prevent the contract price limitation from being exceeded.

Contract financials	
Current limitation	$315,000.00
Current limitation remaining balance	$171,798.18
Remaining contract balance	$86,263.44
Add Manchester Court (through term)	$52,000.00
Add 172 Pembroke Road (through term)	$23,140.00
Add balance of product line	$7,514.00
Projected contract term ending balance	$2,880.74

Based on the foregoing, I am respectfully recommending approval of the contract with Steri Clean LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Janitorial Cleaning Services at 172 Pembroke	Agency	Statewide
RFB#	2764-23	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	5/19/2023 @ 1:30 PM

Qty.	UOM	Product Description	Coll's Cleaning and Carpet Care		Jani Solutions of NH		Jan-pro of NH		Kaboom Properties LLC		Shine House Cleaning, Inc.		Sterl Clean LLC		Expired Contract	
			Daily Rate	Delivered Extended Cost	Daily Rate	Delivered Extended Cost	Daily Rate	Delivered Extended Cost	Daily Rate	Delivered Extended Cost	Daily Rate	Delivered Extended Cost	Daily Rate	Delivered Extended Cost	Daily Rate	Delivered Extended Cost
260	EA	172 Pembroke Road, Concord, NH 03301 •Five (5) cleanings per week (260 cleanings per year) •Approximate Square Footage = 29,564 •Locker rooms / bathrooms = 4	$93.00	$24,180.00	$251.50	$65,390.00	$200.00	$52,000.00	$235.00	$61,100.00	$153.00	$39,780.00	$89.00	$23,140.00	$69.00	$17,940.00
N/A	N/A	Emergecy Rate (hourly)	$32.00		$54.50		$50.00		$100.00		$18.00		$75.00		$25.00	
		Sub Total		**$24,180.00**		**$65,390.00**		**$52,000.00**		**$61,100.00**		**$39,780.00**		**$23,140.00**		**$17,940.00**

Estimated term spend (one year)	$23,140.00	**Expiring contract term**	$17,940.00
Add allowance for balance of product line	$2,314.00	**Cost increase/Savings X% or**	$5,200.00
Recommended price limitation	$25,454.00	**Delta: new vs. expiring**	22%

Recommendation Summary			
Statewide Contract or Amendment	Statewide contract		
Term of Contract	12 months w/option to extend for 4 one-year terms		
Price Limitation	$25,454.00		
Number of Solicitations Received	6		
Number of Sourced bidders	18		
Number of NIGP Vendors Sourced	81		
Number of non-responsive bidders	93		
P-37 Checklist Complete	Yes		
D&B Report Attached	No		
Method of Payment (P-card/ACH)	P-card		
FOB Delivered	Yes		
Expiring Contract Price Limitation	$17,940.00		
Total Cost Increase ($/%)	$5,200.00	22%	

Special Notes:

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Janitorial Cleaning Services Manchester Court	Agency	DAS
RFB#	2755-23	Requisition	N/A
Agent Name	Jonah Rosa	Bid Closing	5/4/2023 @ 1:30 PM

Estimated Annual Quantity	UOM	Product Description	GFS Building Maintenance			Pro City Facilities Services			Richen Management LLC			Superior Facilities Services			Steri Clean LLC			Expiring Contract		
			Daily Rate	Annual Cost	Emergency Rate	Daily Rate	Annual Cost	Emergency Rate	Daily Rate	Annual Cost	Emergency Rate	Daily Rate	Annual Cost	Emergency Rate	Daily Rate	Annual Cost	Emergency Rate	Daily Rate	Annual Cost	Emergency Rate
260	EA	Daily weekday cleaning (5 days/week x 52 = 260 cleanings per year)	$286.00	$74,360.00	$30.00	$295.00	$76,700.00	$36.00	$450.00	$117,000.00	$40.00	$265.00	$68,900.00	$100.00	$200.00	$52,000.00	$75.00	$190.00	$49,400.00	$35.00
		Sub Total		$74,360.00			$76,700.00			$117,000.00			$68,900.00			$62,000.00			$49,400.00	

Estimated term spend	$52,000.00	Expiring contract term	$49,400.00
Add allowance for balance of product line	$5,200.00	Cost increase	$2,600.00
Recommended price limitation	$57,200.00	Delta: new vs. expiring	5%

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	One year w/option to extend for four additional one-year periods
Price Limitation	$57,200.00
Number of Solicitations Received	5
Number of Sourced bidders	20
Number of NIGP Vendors Sourced	82
Number of non-responsive bidders	97
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	P-card and ACH
FOB Delivered	Yes
Expiring Contract Price Limitation	$49,400.00
Total Cost Increase ($/%)	$2,600.00 5%

Special Notes:

FIFTH AMENDMENT TO THE CONTRACT
BETWEEN STERI CLEAN LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL CLEANING SERVICES
CONTRACT # 8002550

This Fifth Amendment (hereinafter referred to as the "Amendment"), dated this 7 day of June 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Steri Clean LLC hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective July 1, 2019, amended by the First Amendment on February 17, 2021, amended by the Second Amendment on April 20, 2021, amended by the Third Amendment on September 15, 2021, amended by the Fourth Amendment on March 28, 2022, and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning 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. Amend Exhibit B, Payment Terms, the following payment terms for the period July 1, 2023, through June 30, 2024:

Current Price Limitation	$315,000.00
Current Price Limitation Balance	$171,798.18
Forecasted Term Remaining Spend	$86,263.44
New Locations Added on This Amendment	$82,654.00
Current Total Price Limitation Remaining Balance	$2,880.74

Department of Administrative Services – Manchester Circuit Court		
• Daily weekday cleaning (5 days/week x 52 = 260 cleanings per year) • Total square footage is approximately 45,000 sq. ft. • 22 Bathrooms		
	Daily Rate	Emergency Rate (hourly)
Manchester Circuit Courthouse 35 Amherst Street, Manchester, NH 03101	$200.00	$75.00

Contractor Initials: SW
Date: 6-7-2023

Department of Natural and Cultural Resources		
• Daily weekday cleaning (5 days/week x 52 = 260 cleanings per year) • Total square footage is approximately 29,564 sq. ft. • Four bathrooms		
	Daily Rate	Emergency Rate (hourly)
172 Pembroke Road, Concord, NH 03301	$89.00	$75.00

2. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on June 27, 2019, shall remain in full force and effect.

Contractor Initials: SW
Date: 6-7-2023

STERI CLEAN LLC

By: _____

Steven Niemczyk
(Print Name)

Title: President

Date: 6-7-2023

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 6/13/23

OFFICE OF THE ATTORNEY GENERAL

By: _____

Jill Rerlow
(Print Name)

Title: Assoc. Attorney General

Date: 6/14/23

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

_____, _____.

Signed: _____

_____
(Print Name)

Title: _____

Contractor Initials: SN
Date: 6-7-2023

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 STERI CLEAN LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 03, 2010. 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: **639696**

Certificate Number: **0006242521**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of June A.D. 2023.

David M. Scanlan

Secretary of State

Certificate of Authority # 4 *(Sole Proprietor)*

Sole Proprietor Certification of Authority

I, Steven Niemasek, **hereby certify** that I am the Sole Proprietor
(Name)
of Steve Clean LLC which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

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 business. This authority **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 6-6-2023

ATTEST: Steven Niemasek President
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/06/2023

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 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

Brownell Insurance Londonderry
Brownell Insurance Center, Inc.
5 Nashua Rd.
Londonderry NH 03038

CONTACT NAME: Susan Biron
PHONE (A/C, No, Ext): (603)437-1992 FAX (A/C, No): (603)437-4846
E-MAIL ADDRESS: sue@brownellinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Maine Mutual Group	15997
INSURER B : Wesco Insurance Co.	25011
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Steri Clean, LLC
PO Box 1115
Londonderry NH 03053

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	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC			SC10997487	06/18/2023	06/18/2024	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250000
							MED EXP (Any one person)	$ 10000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
C	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			KA10997487	06/18/2023	06/18/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WWC3643412	04/08/2023	04/08/2024	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500000
							E.L. DISEASE - EA EMPLOYEE	$ 500000
							E.L. DISEASE - POLICY LIMIT	$ 500000
	Janitorial Bond						$10,000	

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

Janitorial work - NH exclusion applies to owner: Steve Niemaszyk. States covered: NH, MA -

CERTIFICATE HOLDER

State of NH - Dept of Admin Services
Bureau of Purchasing and Property
25 Capitol Street, RM 102
Concord NH 03301

CANCELLATION

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

John H. Reid Jr

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

DATE: March 16, 2022

CONTRACT FOR: Janitorial Cleaning Services

CONTRACT #: 8002550

COMMODITY/NIGP CODE: 910

CONTRACTOR: Steri Clean, LLC **VENDOR CODE #:** 278386

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Wayne V. Goulet, o=Div Procurement Support Services, ou=Bureau of Purchase & Property, email=Wayne.V.Goulet@das.nh.gov, c=US
Date: 2022.03.16 15:47:00 -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: 2022.03.17 16:10:22 -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.gov, c=US
Date: 2022.03.24 10:04:08 -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 3/28/22

Form Revised 5/21/2021 GSL

FOURTH AMENDMENT TO THE CONTRACT
BETWEEN STERI CLEAN LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL CLEANING SERVICES
CONTRACT # 8002550

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 11 day of March, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Steri Clean LLC (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 27, 2019, amended by the First Amendment on February 17, 2021, amended by the Second Amendment on April 15, 2021, amended by the Third Amendment on September 15, 2021 and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein;

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 $315,000.00

2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period March 10, 2022 through June 30, 2024:

Location	Section A Daily Rate			SECTION C Emergency Cleaning
	March 2022 - December 2022	January 2023 - December 2023	January 2024 - June 2024	Emergency Rate (hourly rate)
Agency - Court Facilities All Court Facility Locations are have five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)				
Goffstown Circuit Court	$48.00	$50.00	$52.00	$75.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on June 27, 2019, shall remain in full force and effect.

Contractor Initials: SW
Date: 3-11-22

STERI CLEAN LLC

By: _____

Steven Niemaszyk
(Print Name)

Title: President

Date: 3-11-2022

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 3-28-22

Contractor Initials: SN
Date: 3-11-22

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Steven Nienaszell, hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of Steven Clean 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: 3-11-2022 **ATTEST:** President
(Name & Title)

STATE OF NH
COUNTY OF Rockingham

The foregoing instrument was acknowledged before me this 11 day of March, 2022, by Steven Nienaszell.

Notary Public's Signature Jake R Weir Notary Name
My Commission Exp. 12/22/26

JAKE R WEIR
STATE OF
MY COMMISSION EXPIRES DECEMBER 22, 2026
NEW HAMPSHIRE
NOTARY PUBLIC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/11/2022

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
Brownell Insurance Londonderry
Brownell Insurance Center, Inc.
5 Nashua Rd.
Londonderry NH 03038

CONTACT NAME: Susan Biron
PHONE (A/C, No, Ext): (603)437-1992 FAX (A/C, No): (603)437-4846
E-MAIL ADDRESS: sue@brownellinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Maine Mutual Group	15997
INSURER B: Wesco Insurance Co.	25011
INSURER C: CNA Surety	20443
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Steri Clean, LLC
PO Box 1115
Londonderry NH 03053

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:			SC10997487	06/18/2021	06/18/2022	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250000
							MED EXP (Any one person)	$ 10000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			KA10997487	06/18/2021	06/18/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N Y	N / A	WWC3519879	04/08/2021	04/08/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 500000
							E.L. DISEASE - EA EMPLOYEE	$ 500000
							E.L. DISEASE - POLICY LIMIT	$ 500000
C	Janitorial Bond			61972777	03/20/2022	03/20/2023		$10,000

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

Janitorial work - NH exclusion applies to owner: Steve Niemaszyk. States covered: NH, MA -

CERTIFICATE HOLDER

State of NH - Dept of Admin Services
Bureau of Purchasing and Property
25 Capitol Street, RM 102
Concord NH 03301

Fax: Email:

CANCELLATION

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

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One Click Certificate of Good Standing

Search Business → Business Information → Payment → Done

Business Details

Business Name:	STERI CLEAN LLC	Business ID:	639696
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Member Managed		
Business Creation Date:	12/03/2010	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	12/03/2010		
Principal Office Address:	12 Parmenter Rd B5, Londonderry, NH, 03053, USA	Mailing Address:	12 Parmenter Rd B5, Londonderry, NH, 03053, USA
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2022
		Next Report Year:	2023
Duration:	Perpetual		
Business Email:	sniemaszyk1@gmail.com	Phone #:	603-505-1487
Notification Email:	sniemaszyk1@gmail.com	Fiscal Year End Date:	NONE

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

DATE: September 7, 2021

CONTRACT FOR: Janitorial Services

CONTRACT #: 8002550

COMMODITY/NIGP CODE: 910*

CONTRACTOR: Steri Clean, LLC **VENDOR CODE #:** 278386

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Wayne V Goulet, o=Div Procurement Support Services, ou=Bureau of Purchase & Property, email=Wayne.V.Goulet@das.nh.gov, c=US
Date: 2021.09.07 13:37:50 -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: 2021.09.13 09:57:00 -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: 2021.09.15 13:55:51 -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 9-15-21

Form Revised 5/21/2021 GSL

AMENDMENT TO THE CONTRACT
BETWEEN STERI CLEAN LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL CLEANING SERVICES
CONTRACT # 8002550

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 7 day of September, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Steri Clean LLC (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective September 13, 2021 set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning 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 $280,000.00

2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period September 13, 2021 through June 30, 2024:

Location	Section A Daily Rate			SECTION C Emergency Cleaning
	September 2021 - September 2022	October 2022 - September 2023	October 2023 - June 2024	Emergency Rate Per Hour
Agency - Liquor Commission (Grouped - will be awarded to one (1) Vendor) All Liquor Locations are have five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year) EXCEPT FOR the Warehouse requires three (3) cleanings per week (3 days/week x 52 = 126 cleanings per year)				
Enforcement and Marketing Office Area	$55.00	$57.00	$59.00	$75.00
State Liquor Commission-Administrative Office	$54.00	$56.00	$58.00	$75.00
Liquor Commission, Warehouse	$39.00	$40.00	$41.00	$75.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on June 27, 2019 , shall remain in full force and effect.

Contractor Initials: SW
Date: 9-7-21

STERI CLEAN LLC

By: _____

Steven Niemaszyk
(Print Name)

Title: President

Date: 9-7-2021

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 9-15-21

Contractor Initials: SN
Date: 9-7-2021

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Janitorial Cleaning Services	Agency:	Liquor Commission
Bid #	2498-22	Requisition: #	N/A
Agent Name	Wayne Goulet	Bid Closing:	09/10/21 10:00AM

Vendor	Total Cost
Steri Clean LLC	$103,260.00

No Bid
Kelly Cleaning Service

Non-Compliant

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

DATE: April 4, 2021

COMMODITY: **JANITORIAL SERVICES**

CONTRACT NO.: **8002550** **NIGP:** 910*

VENDOR: Steri Clean, LLC
12 Parmenter Road
Londonderry, NH 03053

VENDOR #: VC # 278386

SUBMITTED FOR ACCEPTANCE BY:

Jeffrey Haley
JEFFREY A HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
DATE 4/19/2021

****

RECOMMENDED FOR ACCEPTANCE BY:

Paul G. Rhodes
PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY
DATE 4/19/21

****

APPROVED FOR ACCEPTANCE BY:

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

****

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 4.20.21

****

Form Revised 8/23/2019 LMR

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Steven Niemaszyk, **hereby certify** that I am the sole Partner, Member or
(Name)
Manager and the sole officer of Ster. Clean 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: 4/15/2021 **ATTEST:** _____

SECOND AMENDMENT TO THE CONTRACT
BETWEEN STERI CLEAN LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL CLEANING SERVICES
CONTRACT # 8002550

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 15 day of April, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Steri Clean LLC (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 27, 2019 set to expire June 30, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning 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. This first amendment is established through RFB 2451-21 in which the Contractor was the low bidder.

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 $170,000.00

2. Amend Exhibit B Payment & Pricing: add the following payment terms beginning upon execution by the Commissioner of the Department of Administrative Services through June 30, 2024.

Merrimack County Courthouse 5 Court Street Concord, NH 03301	Daily Rate			
	April 2021 - June 2022	July 2022 - June 2023	July 2023 - June 2024	Emergency Hourly Rate
Nightly Maintenance / 5 Days: Monday through Friday (4 pm – 9 pm)	$113.00	$117.00	$121.00	$75.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on June 27, 2019 shall remain in full force and effect.

Contractor Initials: SN
Date: 4/15

STERI CLEAN LLC

By: _____

Steven Niemaszyk
(Print Name)

Title: President

Date: 4/15/2021

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 4-20-21

Contractor Initials: SN
Date: 4/15

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/16/2021

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).

PRODUCER
Londonderry office
Brownell Insurance Center, Inc.
5 Nashua Rd.
Londonderry NH 03038

CONTACT NAME: Rick Brownell Jr
PHONE (A/C, No, Ext): 603-437-1992 FAX (A/C, No): (603)437-4846
E-MAIL ADDRESS: rickjr@brownellinsurance.cm

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Maine Mutual Group	15997
INSURER B: Wesco Insurance Co.	25011
INSURER C: CNA Surety	20443
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Steri Clean, LLC
PO Box 1115
Londonderry NH 03053

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			SC10997487	06/18/2020	06/18/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 250000 $ 10000 $ 1000000 $ 2000000 $ 2000000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			KA10997487	06/18/2020	06/18/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3519879	04/08/2021	04/08/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500000 $ 500000 $ 500000
C	Janitorial Bond			61972777	03/20/2021	03/20/2022		$10,000

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

Janitorial work - NH exclusion applies to owner: Steve Niemaszyk, States covered: NH, MA -

CERTIFICATE HOLDER

State of NH - Dept of Admin Services
Bureau of Purchasing and Property
25 Capitol Street, RM 102
Concord NH 03301

CANCELLATION

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

Fax: Email:

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HAMPSHIRE
RTMENT OF STATE

SECRETARY
WILLIAM M

ion

Business Name: SUMMIT CONTRACTING AND PROPERTY

Business ID: 862741

Business Type: Trade Name

Business Status: Active

Expiration Date: 2/10/2026

Last Renewal Date: Not Available

iness Creation Date: 02/10/2021

Name in State of Formation: Not Available

ation in Jurisdiction: 02/10/2021

cipal Office Address: 311 Hill Street, Lyndonville, VT, 05851, USA

Mailing Address: 311 Hill Street, Lyndonville, VT, 05851, USA

Business Email: summitcontractingvt@gmail.com

Phone #: 802-242-2300

Notification Email: summitcontractingvt@gmail.com

Fiscal Year End Date: NONE

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NAICS Subcode

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Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2210

Bid Description	Janitorial Cleaning Merrimack County Superior Court
Bid #	RFB 2451-21
Agent Name	Jeff Haley

Vendor	Dover Total Cost
Stericlean	$91,260.00
Pro City	$113,750.00
Care America	$116,415.00
Advanced Property	$118,300.00
GFS	$124,020.00
Richen	$308,100.00
PSS	$1,286,500.00

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

DATE: February 2, 2021

COMMODITY: **JANITORIAL SERVICES**

CONTRACT NO.: **8002550** **NIGP:** 910*

VENDOR: Steri Clean, LLC
12 Parmenter Road
Londonderry, NH 03053

VENDOR #: VC # 278386

SUBMITTED FOR ACCEPTANCE BY:

Jeffrey Haley

JEFFREY A HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 2/12/2021

****

RECOMMENDED FOR ACCEPTANCE BY:

Paul G. Rhodes

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 2/12/21

****

APPROVED FOR ACCEPTANCE BY:

Digitally signed by Gary S Lunetta
DN: cn=Gary S Lunetta, o=Department of Administrative Svs, ou=Division of Procurement & Support Svs, email=Gary.Lunetta@doa.nh.gov, c=US
Date: 2021.02.12 13:57:34 -05'00'

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

DATE _____

****

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 2-17-21

****

Form Revised 8/23/2019 LMR

FIRST AMENDMENT TO THE CONTRACT
BETWEEN STERI CLEAN LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL CLEANING SERVICES
CONTRACT # 8002550

This First Amendment (hereinafter referred to as the "Amendment"), dated this 10 day of February, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Steri Clean LLC (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 17, 2019 set to expire June 30, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning 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 $75,000.00

2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period July 1, 2014 through June 30, 2015:

Location 64 Regional Drive Concord NH 03301	Section A			
	Daily Rate			Emergency Hourly Rate
	February 2021 - June 2022	July 2022 - June 2023	July 2023 - June 2024	
Daily Rate	**$43.00**	**$45.00**	**$46.00**	**$25.00**
Agency - Department of Personnel/Bureau of Education and Training Location to have five (5) cleanings per week (5 cleanings/week x 52 = 260 cleanings per year)				

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on June 17, 2019, shall remain in full force and effect.

Contractor Initials: SN
Date: 2-10-2021

STERI CLEAN LLC

By: Steven Niemaszyk

(Print Name)

Title: President

Date: 2-10-2021

STATE OF NEW HAMPSHIRE

By:

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 2-17-21

Contractor Initials: ____
Date: ____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/11/2021

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).

PRODUCER
Londonderry office
Brownell Insurance Center, Inc.
5 Nashua Rd.
Londonderry NH 03038

CONTACT NAME: Rick Brownell Jr
PHONE (A/C, No, Ext): 603-437-1992 FAX (A/C, No): (603)437-4846
E-MAIL ADDRESS: rickjr@brownellinsurance.cm

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Maine Mutual Group	15997
INSURER B: Wesco Insurance Co.	25011
INSURER C: CNA Surety	20443
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Steri Clean, LLC
PO Box 1115
Londonderry NH 03053

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			SC10997487	06/18/2020	06/18/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 250000 $ 10000 $ 1000000 $ 2000000 $ 2000000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			KA10997487	06/18/2020	06/18/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3462200	04/08/2020	04/08/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500000 $ 500000 $ 500000
C	Janitorial Bond			61972777	03/20/2020	03/20/2021		$10,000

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

Janitorial work - NH exclusion applies to owner: Steve Niemaszyk, States covered: NH, MA -

CERTIFICATE HOLDER

State of NH - Dept of Admin Services
Bureau of Purchasing and Property
25 Capitol Street, RM 102
Concord NH 03301

Fax: Email:

CANCELLATION

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

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HAMPSHIRE
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SECRETAR
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iness ID	Homestate Name	Previous Name	Business Type	Principal Office Address	Registered Agent Name	S
696			Domestic Limited Liability Company	5 Tracy Dr, Derry, NH, 03038, USA	Niemaszyk, Steven	G

earch

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2210

Bid Description	Janitorial Cleaning DOP 54 Regional Drive
Bid #	RFB 2432-21
Agent Name	Jeff Haley

Vendor	Total Cost
Stericlean	$35,915.00
Good Clean	$38,807.25
Pro City	$49,080.00
Concord Compassionate	$61,300.00
Jay McKenna	$64,239.00
Richen Management	$84,525.00

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Steven Niemaszyk, **hereby certify** that I am the sole Partner, Member or
(Name)

Manager and the sole officer of Steri Clean 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: 2-10-2021 **ATTEST:** _____

STATE OF NEW HAMPSHIRE
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

Date: February 12, 2021

NOTICE OF CONTRACT

COMMODITY: JANITORIAL SERVICES

CONTRACT NO.: 8002550

NIGP: 910*

VENDOR: Steri Clean, LLC
12 Parmenter Road
Londonderry, NH 03053

VENDOR #: 278386

CONTACT PERSON(s): Steve Niemaszyk
Tel. No.: 603-505-7456
E-Mail: sniemaszyk@stericleanonline.com

EFFECTIVE FROM: July 1, 2019 through June 30, 2021

PAYMENT & TERMS: 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 & PAYMENTS: Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

F.O.B.: F.O.B. Destination to any location within the State of New Hampshire

ORDERING: State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

BALANCE OF PRODUCT LINE ITEMS
During the term of contract, the state may purchase other items in relation to Janitorial Services from the successful Contractor's Balance of Product Line. All services ordered will include all shipping/charges.

QUESTIONS: Direct any questions to Jeff Haley, 603-271-2202 or Jeffrey.Haley@DAS.NH.Gov

Location: Department of Natural and Cultural Resources: 172 Pembroke Road,Concord, NH 03301	Section A Daily Rate		SECTION C Emergency Cleaning
	July 2019 - June 2020	July 2020 - June 2021	Emergency Rate Per Hour
Agency: DNCR			
This location requires five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)			
Service at location begins 7/1/2019	$69.00	$69.00	$25.00 /hour

Maintenance Schedule and Specifications
Department of Natural and Cultural Resources
172 Pembroke Road, Concord, NH 03301
Contact: Leanne Lavoie 603-271-2376 leanne.lavoie@dncr.nh.gov
Nightly Maintenance / 5 Days: Monday through Friday (After 4 PM)

Nightly Maintenance	
Clean Mats	All entrances
Glass / Mirror Cleaning	All mirrors, glass partition, doors, entrances, and view window doors
Lavatory Cleaning	All toilets, urinals, counters, sinks, fixtures, partitions, dispensers, waste and sanitary receptacles, and walls; and restock toilet paper, paper towels, and hand soap dispensers
Spot Clean Walls, Doors, Light Switches	All
Sweep Floors	All
Vacuum Carpets	All high traffic areas and conference rooms; all other areas daily as needed (or a minimum 1x per week)
Wash Lavatory and Kitchen Floors (with cleaner/disinfecting solution)	All
Kitchen Cleaning	All sink, counter, tables, and straighten chairs; restock paper towels and hand soap dispenser
Waste Receptacle Emptying	Only lavatories, kitchen, conference rooms, and office common areas; replace liners; and place in outside dumpster
Conference Room Cleaning	All table tops and straighten chairs
As Required	
Machine Scrubbing / Floor Recoating	All floors
Every Other Night Maintenance	
Low Dust	All, ***no employee desks***
Weekly Maintenance	
High Dust	All
Drinking Fountain Cleaning	All
Quarterly Maintenance	
Dust Ceiling Diffusers	All

Location: 54 Regional Drive Concord NH, 03301	Section A Daily Rate			
	February 2021 - June 2022	July 2022 - June 2023	July 2023 - June 2024	Emergency Hourly Rate
Daily Rate:	$43.00	$45.00	$46.00	$25.00

Agency - Department of Personnel/Bureau of Education and Training
Location to have five (5) cleanings per week (5 cleanings/week x 52 = 260 cleanings per year)

Division of Personnel
54 Regional Drive Concord, NH 03301
Joanne Lydick 603-271-4100 joanne.l.lydick@das.nh.gov

FREQUENCIES OF SERVICE - 5 CLEANINGS PER WEEK

SERVICE	*DAILY*	*2X WEEK*	*WEEKLY*	*MONTHLY*	*QUARTERLY*	*ANNUAL*
Floors (Resilient)						
Sweep/Dust Mop		X				
Damp Mop		X				
Damp Mop Entrances		X				
Walls						
Spot clean (as required)			X			
Woodwork and Doors						
Clean					X	
Light Fixtures						
Damp Wipe				X		
Diffusers: Damp Clean						
Drinking Fountains: Clean	X					
Dust horizontal surfaces of all fixtures, ledges, woodwork, doors, etc.				X		
Waste Bins: Empty and Replace Liners		X				
Recycling Bins: Empty		X				
Mat Cleaning		X				
Exterior Doors						
Glass Cleaning, Other		X				
Metal Cleaning and Polishing			X			
Rest Rooms						

Clean Water Closets	X					
Clean Urinals	X					
Clean Wash Basins	X					
All Paper Dispensers, fill and clean	X					
Mirrors	X					
Mop floors with disinfectant	X					
Vacuum Carpets (spot clean)	X					
Vacuum Carpets		X				
Window Cleaning - Interior		X				

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

DATE: 6/25/19

CONTRACT #: 8002550 **NIGP CODE:** 910*

CONTRACT FOR: Janitorial Services DNCR 172 Pembroke Rd

CONTRACTOR: Seri Clean, LLC
12 Parmenter Rd B5
Londonderry, NH 03053

VENDOR CODE #: 278386

SUBMITTED FOR ACCEPTANCE BY:

JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 6/25/19

****

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 6/26/19

****

APPROVED FOR ACCEPTANCE BY:

GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 6/26/19

****

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 6/27/19

****

Revised 11/6/17 PAR

Current Contract # S002550 Contract DESCRIPTION Name: Janitorial Services DNCR

Current Expire: NA Projected New Term : Two Years NEW Bid # 2213-19

	Contract Solicitation Checklist	Completed Yes	Completed No	Comments/Notes
1	What is the total spend associated with this contract? Be able to show spend from NH First, P-Card, and current vendor reported spend.	NA		NA, new location
	o Contract term			
	o Annual spend			
2	Who are the primary using agencies on this contract? Identify the points of contact for each and consult their guidance regarding current contract operation and performance. Evaluate all aspects of this contract focusing on Scope of Service, Payment terms, reporting, delivery timeframes, dispute resolution, price escalation, performance of the contractor, etc.	X		DNCR
3	Contract and solicitation content/clarifications	NA		
	o Were there any amendments to the contract? Why?	NA		
	o Were there any addendums during the past solicitation cycle? Why?	NA		
	o Were any NO-Bids received? Why?	NA		
4	What was the past contract term? What was the rational for this timeframe and does it make sense in the current market?	NA		
5	Have there been any changes in the market over the past term? How might those changes alter your recommendation for renewal? Where were these changes brought to light?	NA		
6	Is this contract a candidate for a Group Purchasing Organization (GPO) such as NASPO? What is the benefit for your recommendation?	NA		
7	How was the past contract awarded? Does this award make sense under current market conditions?			
8	Can an estimated usage or frequency of service be defined/forecasted accurately? If so eliminate the estimated contract value in its entirety	X		
9	Does the market condition dictate the need to allow price escalation on this contract? Is there a fixed benchmark that can be used and is recognized by all participants? (i.e. USDA Consumer Price Index, London Metals Exchange, OPIS, etc.) If no benchmark exists provide a historical assessment of price changes over the past contract term and make recommendation for a "cap". All escalation allowances shall have a maximum cap of 6% annually or 3% semiannually unless justification and benchmarks are provided as shown below.	NA		
10	Review the Audits and accounting and usage reporting provisions of the contract. Does it capture the information necessary based upon the product or service? Alter to reflect the necessary information, delivery method, and frequency in which the information is to be compiled	NA		

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2210

Bid Description	Janitorial Services DNCR 172 Pembroke Rd
Bid #	2213-20
Agent Name	Jeff Haley

Vendor	Total Cost
Steri Clean	$163.00
Jay McKenna	$175.00
GFS	$176.28
Pro City	$180.00
Care America	$198.10
Concord Compassionate	$208.00
Richen	$280.00
Arrcco	$321.00
EK Enterpirses	$328.00
Casco Bay	$401.00
Assured Professional	$480.00

Non-Compliant PSS

Subject: Janitorial Services DNCR 172 Pembroke Street

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 Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Steri Clean, LLC VC #278386		1.4 Contractor Address 12 Parmenter Rd B5, Londonderry, NH 03053	
1.5 Contractor Phone Number 603-505-7456	1.6 Account Number Various	1.7 Completion Date June 30, 2021	1.8 Price Limitation $45,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Steven N. Cimaszyk President	

1.13 Acknowledgement: State of New Hampshire, County of Rockingham

On June 18, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace Kristen E Sigman

[Seal] KRISTEN E. SIGMAN MY COMMISSION EXPIRES APRIL 17, 2024 NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary Public or Justice of the Peace Kristen E Sigman

1.14 State Agency Signature Date: 6/27/19

1.15 Name and Title of State Agency Signatory
Charles M. Arlinghaus, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On:

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 1.18, 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 1.14 ("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, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
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 statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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.

Contractor Initials SC
Date 6-18-19

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 remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, 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.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects 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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials SV
Date 8-18-19

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. 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.

18. 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.

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

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

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

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

Contractor Initials SW
Date 6-18-19

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Steri Clean, LLC (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 Janitorial Services in accordance with the bid/proposal submission in response to State Request for Bid #2213-20 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 Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFB 2213-20

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 C "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Payment Terms," (4) EXHIBIT A "Scope of Services," and (5) EXHIBIT D "RFB 1XXX-16."

3. TERM OF CONTRACT

This contract shall commence on July 1, 2019 or upon execution by the Commissioner of Administrative Services, whichever is later, through June 30, 2021 and shall continue thereafter for a period of approximately two (2) 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 two (2) years.

4. SCOPE OF WORK

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

The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this service will be repaired at their own expense.

All services performed under any awarded Contract(s) shall be performed as described in Exhibit B, Locations and Requirements. The Contractor may schedule work during other work times, provided that they obtain prior approval of the Facility Contact Person.

The Contractor will not be required to work holidays, unless otherwise agreed upon by the using agency. Daily rate will apply to any holiday worked.

Contractor Initials S.U
Date 6-28-19

In the event that any State work activities interfere with the normal scheduled cleaning, the required cleaning may be rescheduled with approval of the Facility Contact Person.

Prior to placing an individual in a State Facility, the Contractor shall provide a processed Criminal Records Release Form to the Facility. Forms can be found at nttps://www.nh.gov/safety/divisions/nhsp/ssb/crimrecords/. All Criminal Records Release Forms shall be no more than one (1) year old. Only individuals approved by the agency shall be allowed to work in said facility. Depending on the facility, enhanced security checks may be required.

The Contractor shall assign a person to be the Contract Supervisor. The Contract Supervisor shall participate in regular meetings with the Contracting Officer, or designee, to conduct a general review of the services provided. The Contact Supervisor shall solve technical problems and prepare work schedules in compliance with Contract requirements. The Contact Supervisor shall be responsible for the establishment and continuation of an approved quality control program.

The Contractor shall provide and maintain daily work schedules and project schedules for all work staff engaged in the performing the services of the Contract. Said work schedules shall indicate which operations are to be performed and the day, week, and/month for accomplishment of the services. The schedule shall be as follows:

Nightly Requirements	List all services to be performed.
Weekly Requirements	The day in the week that work will be performed.
Monthly Requirements	The week in the month that work will be performed.
Quarterly Requirements	The week and month that work will be performed.
Semi-Annual Requirements	The week and the month that work will be performed.

The Contractor shall, upon request by the Contracting Officer or Site Contact, provide a work distribution and staffing plan including the minimum number of workers and supervisory personnel assigned to each facility, specific tasks for each individual, and the amount of time allotted for each individual.

It is expected that the Contractor and its personnel will maintain a condition of excellence meeting the requirements of the Contracting Officer. The Contracting Officer, or designee shall be the sole judge of the level of cleanliness and compliance with the requirements of the Contract; their decision as to acceptance shall be final. Should the Contracting Officer deem the work provided as unacceptable, the Contractor will be provided with up to five (5) days period to cure said default. If the Contractor does not cure the default after that period or if the Contracting Officer finds a subsequent instance of work which is deemed unacceptable, said failure shall be grounds for immediate termination of the Contract.

The Contractor shall instruct work staff not to disturb any papers or personal property on desk, tables or cabinets. The use of State phones or equipment is strictly prohibited. No smoking on or in State facilities by work staff shall be allowed.

The Contractor shall be responsible in the event of theft or destruction of State property,or personal property of State employees by work staff. All unclaimed articles found in or about the work areas by work staff shall be immediately turned over to the Facility Contact Person.

Contractor Initials SN
Date 6-18-19

The Contractor shall provide all cleaning and/or floor products and materials necessary for the work staff to perform their respective duties and shall submit a list of items to be provided. The Contractor is required to use EcoLogo or Green Seal cleaning bio-degradable materials. The State will provided paper products, hand soap, and can liners.

The Contractor shall provide Material Safety Data Sheets to the State with the delivery of any and all products covered by RSA 277-A, the Workers Right to Know Act.

Each piece of the Contractor's equipment shall be maintained in a high state of cleanliness and repair. Any equipment that is unsafe or requiring repair shall be immediately removed from State property and replaced with working equipment. Any equipment left on State property by the Contractor is solely the Contractor's responsibility. Any of the work staff's personal property brought onto State property is solely the Contractor's responsibility.

All supplies and cleaning equipment, including work clothing and tools, are to be kept in a neat, clean manner in assigned places only. All work staff are to remain in their assigned area during work periods, keeping all spaces locked in which they are not working unless otherwise instructed. All work staff are expected to work in a manner that will maintain security in the best interest of the State.

All rooms provided by the State for the convenience of the Contractor shall be considered part of the area being cleaned and shall be serviced accordingly.

The Contractor may also be required to lock and unlock specific doors or active and deactivate security systems as outlined in Exhibit B. The Contractor may be asked to place signs at designated areas and to turn off all lights (unless otherwise instructed).

If the Contractor fails to secure a facility or set the security alarm properly which results in an alarm condition, the Contractor shall be required to compensate the State for any costs incurred. These costs may be for security services performed by State personnel or by third parties on behalf of the State. These costs shall be the actual third party costs or in the case of State personnel, a cost of fifty (50) dollars an hour.

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the State are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the State shall be duplicated. The Contractor shall report the loss of keys or access cards to the Contracting Officer. In the event keys are lost, the Contractor shall be required, upon direction of the Contracting Officer, to rekey or replace the affected lock or locks; however, the State, at its option, may replace the affected lock or locks or perform rekeying. When the replacement or locks or rekeying is performed by the State, the total cost of rekeying or the replacements of the lock(s) shall be deducted from the monthly payment due to the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system may be replaced by the State and the total cost 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 by any persons other than the work staff.

The Contractor and its work staff shall report fires, hazardous conditions, and items in need of repair, including but not limited to dead lights, leaky faucets, slow drains, and toilet stoppages.

Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the work staff.

Contractor Initials SJ
Date 6-15-19

Water faucets or valves shall be turned off after the required usage has been accomplished.

The movement of furniture to allow accessibility for the performance of cleaning services is entirely the responsibility of the Contractor.

Failure by the Contractor to adhere to the "Definitions of Work and Work Standards" and Location Requirements shall be subject to payment deduction for non-performance.

Definitions of Work and Work Standards

All work performed under this contract shall be accomplished in accordance with the following definitions. The accompanying standard shall be used in the evaluating the work to determine its acceptance or rejection.

Burnishing (aka Spray Buffing): shall be accomplished with a high speed buffing machine and a tampoco brush and periodic buffing with a cylindrical floor machine using fine steel wool pads to remove traffic marks, heavy soil, etc.

A floor is considered properly burnished when all waxed or acrylic finished areas have been buffed sufficiently for a maximum gloss, the surface dirt has been removed and the floor has a uniform appearance.

Carpet Cleaning: shall be accomplished by using an approved commercial steam or hot water extractor type machine using a detergent compatible with the type of carpet being cleaned. All furniture must be removed prior to the start of work and replaced when the carpet is dry.

A carpet is considered clean when all soil and embedded dirt and grit have been removed, it is free of all stains and has been restored to its original appearance as wear and tear will allow. Immediately after cleaning, the carpet is only slightly damp to the touch.

Carpet Vacuuming: shall be accomplished with a commercial type vacuum with a rotary brush or brush/beater bar and shall not cause damage to furniture, doors, trim or other objects. Vacuum all chairs using a clean vacuum brush.

A carpet is considered properly vacuumed when it is free of all dust, grit, staples, paper clips, dirt, lint, and debris (except for embedded dirt and grit), including corners, edges, and under furniture.

Ceiling Diffuser Maintenance: shall be accomplished using a detergent solution suitable for the job and compatible with the material being cleaned. Care should be taken not to stain the ceiling.

A ceiling diffuser is considered clean when it is free of dust, dirt, stains, tarnish, streaks, film, lint, cleaning marks, and has a uniform clean appearance.

Check-off List – Facilities may opt to use check off lists to insure that work is being completed as defined in the requirements for that facility.

Cleaning (e.g. wall, doors, door grills, ledges , metal surfaces, furniture, and cabinets) – shall be accomplished by damp cleaning of all surfaces of the object using a germicidal detergent solution.

Contractor Initials GPJ
Date 6-18-19

A surface is considered properly cleaned when it is free of film, dirt, stains, tarnish streaks, lint, cleaning marks, and has uniform clean appearance. Painted surfaces must not be unduly damaged. Hard finish wainscoting surfaces must be bright, free of oil, streaks, and deposits. Metal surfaces shall be without deposits.

Cleaning (mats) – shall be accomplished when a commercial type vacuum. All mats shall be lifted and the surfaces beneath shall be clean and free of dirt and dust. All embedded dirt and grit shall be removed. A mat is considered properly cleaned when it is free of all dust, dirt, ling, and debris including embedded dirt and grit including the area under the mat.

Cleaning (Light Fixtures) – shall be accomplished by dusting all accessible components of incandescent and fluorescent light fixtures including bulbs and tubes with a cloth or yarn duster. Clean fixtures with a damp cloth.

A light fixture shall be considered clean when all dust has been removed from accessible components and the fixtures are clean and free from lint, streaks, and deposits.

Damp Mopping – shall be accomplished using cotton or sponge yarn mops, appropriate stain removal agents, heated water, and detergent. If required using as small amount of water as possible.

A floor is considered properly damp mopped when all dirt, dust, marks, film, streaks, debris, and standing water has been removed.

Dusting – shall be accomplished with a rag or cloth and dusting compound to minimize airborne dust and bacteria.

Floor Refinishing – consists of stripping and waxing (restorative maintenance). It is used to even out the floor appearance. Stripping and waxing should be performed when interim maintenance does not leave floors to an acceptable level. Unacceptable levels will occur as floors show heavy traffic lane wear, heavy soiling, heavy build-up along edges, etc.

Low Level Dusting – dust all low level ledges, furniture and fittings to a height of six (6) feet from the floor. Dust telephones in corridors.

Low level dusting is considered properly complete when all dust, dust streaks, cobwebs, lint, litter, and dry soil shall be removed from surfaces of desks, chairs, file cabinets, other types of office furniture, and equipment, ledges, window sills, handrails to a line of six (6) feet from the floor.

High Level Dusting – dust all high level areas including furniture, ledges, ceilings, walls, and structural components above six (6) feet from the floor.

High level dusting is considered properly complete when all dust, cobwebs, dust streaks, lint, litter, and dry soil shall be removed from surfaces of ledges, furniture, ceilings, walls, and structural components to a line above six (6) feet from the floor.

Machine Scrubbing/Floor Recoating – is used to even out the floor appearance by removing top layers of finish and recoating to build the base finish. Scrub and recoating should be performed when preventative maintenance does not leave floors to an acceptable level. Unacceptable levels will occur as floors show slight traffic lane wear, scratches, soil, etc.

Contractor Initials SN
Date 6-18-19

Receptacle Emptying – includes all trash receptacles including sanitary disposal containers. Trash liner replacement is included as required.

Resilient Flooring – is designed to be durable, resistant to stains and water, and comfortable to stand and work on. The most common types of resilient flooring are made from materials like vinyl, linoleum, and rubber.

Routine maintenance (daily/weekly as needed), sweep/vacuum floors regularly to remove loose dirt, sand dust. Prevent stains by wiping spills promptly.

Stripping a Resilient Tile Floor:

1. Walk through area noting problem spots; remove all sticky insoluble substances such as gum.
2. Dust mop the floor to remove any loose soils, paper clips, sand, dust, foreign objects, etc.
3. Strip the base boards and corners using wax stripper and scrub brush.
4. Strip floors, small areas at a time using "floor strippers" according to label directions.
5. Using stripping pads (or equivalent), agitate the area.
6. Remove the stripper using a wet/dry vacuum or mop and bucket with clean water.
7. Flood rinse the area with cool, clean water.
8. Pick up excess water and using a wet/dry vacuum or mop and bucket.
9. A second rinse may be needed.
10. Place caution signs around area until it is completely dry.

Building a Shine on a VCT Resilient Tile Floor:

1. Check floor, making sure that it is totally dry and free of any old finish or stripper residue.
    a. If there is a whitish cast, this could indicate stripper or old finish still remains on the floor. If necessary, re-strip the floor.
2. Floor temperature should be above 54 degrees F for proper curing of finish.
3. Select and apply the proper floor finish.
4. Allow floor finish to dry completely.
5. Apply the proper number of coats of finish per manufacturer's recommendation.

Grout/Quarry/Ceramic Tile Maintenance – Remove soil with broom or non-oily dust mop or vacuum, damp mop or spot clean as necessary using pH-neutral cleaner.

Rinse clean area with clean warm water and allow to dry.

Stubborn stains – fiber or nylon scrubbing pads may assist in removing difficult stains (**do not use steel wool**).

Routine grout maintenance does not differ from tile care. (Note: for stubborn grout stains agitation with a nylon pad or brush and a recommended cleaning solution will assist in removing of stains).

For added protection of cement based grout, a sealer may be applied according to the manufacturer's instructions. If unsure whether or not your specific tile requires sealing, stripping, and resealing, contact the tile supplier.

Rubber Tile/Rolled Rubber Floors –

For lightly soiled surfaces:

Contractor Initials SN
Date 6-18-19

1. Remove all surface debris, grit, sand, and soil with a broom.
2. Vacuum the entire rubber floor with a high CFM vacuum to assure the finer dirt and grit is removed. **Note**: never use mineral spirits, painter thinners or strippers or any petroleum products to clean the surface.
3. Mop the floor. A regular string mop or a micro fiber flat mop with a mild solution of a neutral pH (7-9) cleaner can be used. Taski profi cleaner or equivalent is an excellent choice for rubber but any neutral clean will work.
4. Damp mop (ONLY do not flood) the surface until you have removed all visible dirt, sand, and grim.

For heavily soiled surfaces:

1. Remove all surface debris, grit, sand, and soil with a broom and vacuum with a high CFM vacuum. If the rubber floor is especially dirty it may be necessary to hand mop some of the worst areas before beginning.
2. Depending on the amount of soiling, it may be necessary to clean the surface using only a hand mop or it may require using a power buffer or auto scrubber.
3. When using a buffer or auto scrubber, use only a mild pad or a soft nylon brush. If using a buffer, wet the area and buff only a workable area that can be completely buffed and vacuumed within fifteen (15) minutes.
4. Do not let the cleaning solution stand on the rubber floor for longer periods of time.
5. After the area has been thoroughly buffed, pick-up the solution with a wet/dry vacuum and repeat if necessary. For extremely heavy soils or for restorative cleaning it may be necessary to repeat the process with a more aggressive black pad in order to remove the dirt.
6. Once the surface is satisfactorily cleaned, rinse the surface with clean water. This can be done with a hand mop or an auto scrubber.

All services performed under this Contract(s) shall be performed between the hours indicated for each individual location in the location requirements 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 Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor 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 Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor 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 Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor 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 Contractor or their personnel shall not represent themselves as employees or agents of the State.

Contractor Initials SC
Date 6-18-19

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

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.

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.

Contractor Initials SW
Date 6-18-19

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 Janitorial services strictly pursuant to, and in conformity with, the specifications described in State RFB #2213-20, as described herein, and under the terms of this Contract.

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 Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials SD
Date 6-18-19

EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide janitorial services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of $45,000.00; 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: Department of Natural and Cultural Resources 172 Pembroke Road Concord, NH 03301	Section A Daily Rate		SECTION C Emergency Cleaning
	July 2019 - June 2020	July 2020 - June 2021	Emergency Rate Per Hour
Agency - DNCR This location requires five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)			
Service at location begins 7/1/2019	$69.00	$69.00	$25.00 /hour

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

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.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

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 SP
Date 6-18-19

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials SM
Date 6-18-19

EXHIBIT D

RFB #2213-20 is incorporated here within.

Contractor Initials [illegible]
Date 6-18-19

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Steven Niemaszyk, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of Steri Clean LLC.
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Steri Clean LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

(Contract Signatory - Signature)

6-18-19
(Date)

STATE OF New Hampshire
COUNTY OF Rockingham

On this the 18th day of June 20 19, before me ~~Steven N~~ KS Kristen E. Sigman
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Steven Niemaszyk known to me (or
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

KRISTEN E. SIGMAN
MY COMMISSION EXPIRES APRIL 17, 2024
NOTARY PUBLIC
NEW HAMPSHIRE

(NOTARY SEAL)

Kristen E. Sigman
(Notary Public / Justice of the Peace - Signature)

Commission Expires: April 17, 2024

Business Information

Business Details

Business Name:	STERI CLEAN LLC	Business ID:	639696
Business Type:	Domestic Limited Liability Company	Business Status:	Good Standing
Management Style:	Member Managed		
Business Creation Date:	12/03/2010	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	12/03/2010		
Principal Office Address:	5 Tracy Dr, Derry, NH, 03038, USA	Mailing Address:	NONE
Citizenship / State of Formation:	Domestic/New Hampshire		
		Last Annual Report Year:	2019
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	sniemaszyk@stericleanonline.com	Phone #:	978-866-7029
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / cleaning	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Steven Niemaszyk / Member	5 Tracy Drive, Derry, NH, 03038, USA
steven niemaszyk / Member	po box 1115, Londonderry, NH, 03053, USA

Page 1 of 1, records 1 to 2 of 2

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/20/2019

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
Londonderry office
Brownell Insurance Center, Inc.
5 Nashua Rd.
Londonderry NH 03038

CONTACT NAME: Rick Brownell Jr.
PHONE (A/C, No, Ext): (603)437-1992 FAX (A/C, No): (603)437-4846
E-MAIL ADDRESS: rickjr@brownellinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Maine Mutual Group	15997
INSURER B: Wesco Insurance Co.	25011
INSURER C: CNA Surety	20443
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Steri Clean, LLC
PO Box 1115
Londonderry NH 03053

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	SC10997487	06/18/2019	06/18/2020	EACH OCCURRENCE	$ 1000000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250000
							MED EXP (Any one person)	$ 10000
							PERSONAL & ADV INJURY	$ 1000000
							GENERAL AGGREGATE	$ 2000000
							PRODUCTS - COMP/OP AGG	$ 2000000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	KA10997487	06/18/2019	06/18/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WWC3407625	04/08/2019	04/08/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500000
							E.L. DISEASE - EA EMPLOYEE	$ 500000
							E.L. DISEASE - POLICY LIMIT	$ 500000
C	Janitorial Bond	N	N	61972777	03/20/2019	03/20/2020		$10000

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

Janitorial work - NH exclusion applies to owner: Steve Niemaszyk. States covered: NH, MA -

CERTIFICATE HOLDER

DNCR
172 Pembroke Road
Concord NH 03301

Fax: Email:

CANCELLATION

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

Heather Douron

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