



State of New Hampshire

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

5F m.c.

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 18, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into an amendment to an existing contract (Contract #8002881) with Mojo Corp dba GFS Building Maintenance (VC#402615), Auburn, NH, for janitorial cleaning services by adding services with no change to the price limitation of \$3,275,000.00 effective upon Governor and Executive Council approval through June 30, 2024. The original contract was approved by the Commissioner of the Department of Administrative Services on June 14, 2021, and most recently amended with Governor and Executive Council approval on July 19, 2023, item #5B.

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

EXPLANATION

As previously stated, the original contract (Contract #8002881) was approved by the Commissioner of the Department of Administrative Services on June 14, 2021. It was then subsequently amended with the Commissioner of the Department of Administrative Services Council approval on September 17, 2021; December 23, 2021; June 10, 2022; and by the Governor and Executive Council on July 19, 2023, item #5B.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2799-24 for additional janitorial services at the Rockingham County Courthouse on August 14, 2023, with responses due on August 31, 2023. The RFB reached 164 vendors through the NIGP registry with an additional 16 directly sourced. There were 6 compliant responses received with the lowest being from Mojo Corp dba GFS Building Maintenance.

The bid cost of \$49,875.00 is \$865.00 lower than the current contract (Contract #8002881) cost of \$50,740.00. The currently assigned price limitation of \$3,275,000.00 is adequate and will cover the full term of the existing contract (Contract #8002881) with the addition of the scope of service change in Mojo Corp dba GFS Building Maintenance's bid response. The price limitation is calculated from actual expenditures in business intelligence reports from the beginning of the contract (Contract #8002881), providing an accurate estimation of spend.

Contract financials	
Current limitation	\$3,275,000.00
Current limitation remaining balance	\$1,859,861.24
Less forecasted remaining contract spend	\$729,083.33
Less 3rd floor, Rockingham County Courthouse	(\$865.00)
Remaining limitation balance after amendment	\$1,131,642.91
New price limitation	No Change

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Mojo Corp dba GFS Building Maintenance.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Janitorial Cleaning Servies at Rockingham County Courthouse	Agency	Statewide
RFB#	2799-24	Requisition#	N/A
Agent Name	Steven Burgess	Bid Closing	08/31/2023 @ 10:00

Qty.	UOM	Product Description	Mojo Corp dba GFS Building Maintenance		Happy Jani Systems		Express Janitorial Service Group		NFS		Shine House		SJS	
			Daily Rate	Extended Cost	Daily Rate	Extended Cost	Daily Rate	Extended Cost	Daily Rate	Extended Cost	Daily Rate	Extended Cost	Daily Rate	Extended Cost
175	EA		\$285.00	\$49,875.00	\$573.85	\$100,423.75	\$433.00	\$75,775.00	\$500.00	\$87,500.00	\$325.00	\$56,875.00	\$434.00	\$75,950.00
N/A	N/A	Emergency Rate (hourly)		\$30.00		\$45.00		\$38.00		\$36.00		\$28.00		\$35.00
Sub Total				\$49,875.00		\$100,423.75		\$75,775.00		\$87,500.00		\$56,875.00		\$75,950.00
			Expiring contract annual				N/A							
Estimated term spend			\$49,875.00		Expiring contract term				N/A					
Add allowance for balance of product line							Cost Increase/Savings X% or				N/A			
Recommended price limitation			No Change		Delta: new vs. expiring				N/A					

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	June 30, 2024
Price Limitation	No Change to current contract limitation - \$3,275,000.00
Number of Solicitations Received	6
Number of Sourced bidders	16
Number of NIGP Vendors Sourced	164
Number of non-responsive bidders	174
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	N/A - scope of service change
Total Cost Savings (\$/%)	N/A N/A

Special Notes:

**FIFTH AMENDMENT TO THE CONTRACT
 BETWEEN MOJO CORP DBA GFS BUILDING MAINTENANCE
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR JANITORIAL CLEANING SERVICES
 CONTRACT # 8002881**

This Fifth Amendment (hereinafter referred to as the "Amendment"), dated this 25th day of September 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Mojo Corp dba GFS Building Maintenance hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective July 1, 2021, amended by the First Amendment on September 17, 2021, amended by the Second Amendment on December 23, 2021, amended by the Third Amendment on May 10, 2022, amended by the Fourth Amendment on July 19, 2023, 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 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

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

1. Amend Exhibit B, Payment Terms, the following payment terms for the period December 1, 2023, through June 30, 2024:

Contract financials	
Current price limitation	\$3,275,000.00
Current limitation remaining balance	\$1,859,861.24
Less forecasted remaining contract spend	\$729,083.33
Less 3rd Floor, Rockingham County Courthouse	(\$865.00)
Remaining limitation balance after amendment	\$1,131,642.91
New price limitation	No Change

The Contractor shall be responsible for the provision of janitorial services for the Rockingham County Court, which consists of: Square Footage: approximately 57,000 Stairwells: 2 (emergency exit stairwell excluded) Employees: 110 +/- Flooring: 80% carpet; 20% tile/linoleum Bathrooms: 40+/-	Daily Rate	Emergency Rate (hourly rate)
Rockingham County Courthouse, #10 Route 125, Brentwood, NH	\$ 285.00	\$ 30.00

2. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on June 14, 2021, shall remain in full force and effect.

**MOJO CORP DBA GFS BUILDING
MAINTENANCE**

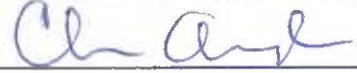
By: 

Maurice Goin
(Print Name)

Title: President

Date: 9/25/2023

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 10-2-23

OFFICE OF THE ATTORNEY GENERAL

By: 

Duncan A. Edgar
(Print Name)

Title: Attorney

Date: 10/16/23

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

Signed: _____

(Print Name)

Title: _____

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 MOJO CORP is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 18, 2022. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 896369

Certificate Number: 0006243673



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.

this 8th day of June A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan

Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Joseph O'loughlin, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Mojo Corp DBA GFS Building Maintenance. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on June 9, 2023,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Maurice Goin, President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of
Mojo Corp DBA GFS Building Maintenance with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 6/12/2023

ATTEST: J Odey Vice President
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/12/2023

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

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

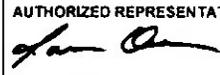
PRODUCER Salem Five Insurance Services, LLC 445 Main Street Woburn, MA 01801	CONTACT NAME: PHONE (A/C, No, Ext): (781) 933-3100 E-MAIL ADDRESS: insurance.services@salemfive.com	FAX (A/C, No): (781) 933-9048
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Central Mutual	NAIC # 20230
INSURED MOJO CORP DBA GFS Building Maintenance 58 Macy St Ste 6C Amesbury, MA 01913	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: General Aggregate			CLP 8951672	5/17/2023	5/17/2024	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 8951671	5/17/2023	5/17/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXS 8951673	5/17/2023	5/17/2024	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$
							Commercial Umbr	\$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 8951674	5/17/2023	5/17/2024	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Personal Property			CLP 8951672	5/17/2023	5/17/2024	5 Priscilla Ln	55,000

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

CERTIFICATE HOLDER Department of Administrative 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 



MOJOCOR-01

ALLCO1

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 6/13/2023

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PRODUCER Salem Five Insurance Services, LLC 445 Main Street Woburn, MA 01801	CONTACT NAME: PHONE (A/C, No, Ext): (781) 933-3100 FAX (A/C, No): (781) 933-9048 E-MAIL ADDRESS: insurance.services@salemfive.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Central Mutual	
NAIC #	
20230	
INSURED MOJO CORP DBA GFS Building Maintenance 58 Macy St Ste 6C Amesbury, MA 01913	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: General Aggregate			CLP 8951672	5/17/2023	5/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 8951671	5/17/2023	5/17/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CXS 8951673	5/17/2023	5/17/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ Commercial Umbr \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 8951674	5/17/2023	5/17/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			CLP 8951672	5/17/2023	5/17/2024	5 Priscilla Ln \$ 55,000
A	B. Personal Property			CLP 8951672	5/17/2022	5/17/2023	58 Macy St Ste 6C \$ 6,000

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

CERTIFICATE HOLDER

CANCELLATION

 Department of Administrative Services
 Bureau of Purchasing and Property
 25 Capitol Street, RM 102
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 8/21/2023

Company Name: Mojo Corp dba GFS Building Maintenance

Address: 5 Priscilla Lane Auburn, NH 03032

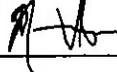
To: Point of Contact: **Steven Burgess**
Telephone: **(603)-271-2009**
Email: NH.Purchasing@dps.nh.gov

RE: Bid Invitation Name: **Janitorial Cleaning Services at Rockingham County Courthouse**
Bid Number: **2799-24**
Bid Posted Date (on or by): **08/14/2023**
Bid Closing Date and Time: **08/31/2023 @ 10:00 AM (EST)**
Dear **Mr. Burgess**,

[Insert name of signor] Maurice Goin on behalf of GFS Building Maintenance [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # **2799-24** for **Janitorial Cleaning Services at Rockingham County Courthouse** at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

Authorized Signor's Signature 

Authorized Signor's Title President

**REQUEST FOR BID FOR JANITORIAL CLEANING SERVICES AT
ROCKINGHAM COUNTY COURTHOUSE
FOR THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for **Janitorial Cleaning Services at Rockingham County Courthouse** to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

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

BID SUBMITTAL:

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

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

BID INQUIRIES:

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

Questions shall be submitted by E-mail to Steve Burgess at Steven.H.Burgess@DAS.NH.Gov.

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

BID DUE DATE:

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

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

ADDENDA:

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

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

TIMELINE:

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

08/14/2023	Bid Solicitation distributed on or by
08/21/2023	Site Visitation from 1:00 PM to 3:00 PM
08/25/2023	Last day for questions, clarifications, and/or requested changes to bid.
08/31/2023	10:00 AM (EST) Bid Closing
10/06/2023	Implementation of contract

TERMS OF SUBMISSION:

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

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

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

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

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

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

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

CONTRACT TERM:

The term of the contract shall commence October 6, 2023, or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of approximately nine (9) months.

The contract may be extended for an additional four (4) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services or Governor and Council. The maximum term of the contract (including extensions) shall not exceed five (5) years.

CONTRACT AWARD:

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

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

NOTIFICATION AND AWARD OF CONTRACT(S):

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

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

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

LIABILITY:

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

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

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

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

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

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

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

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal and if disclosure is not prohibited under NH RSA 21-G:37 or any other applicable law or regulation, bidders acknowledge

and agree that the State may disclose any and all portions of the proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State shall assess what information it believes is subject to release; notify the bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall not be released; and notify the bidder of the date it plans to release the materials. The State is not obligated to comply with a bidder's designation regarding confidentiality. The State shall have no obligation to advise a bidder that an individual or entity is attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

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

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

TERMINATION:

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

VENDOR CERTIFICATIONS:

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

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

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

Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

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

Price decreases shall become effective immediately as they become effective to the general trade.

AUDITS AND ACCOUNTING:

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

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

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency. Reports are due no later than 30 days after each end of each calendar quarter to Steve Burgess at the Bureau of Procurement Services and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services Purchased. Ability to sort by agency.
- In Excel format

ESTABLISHMENT OF ACCOUNTS:

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

PAYMENT:

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

INVOICING:

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

TERMS OF PAYMENT:

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

VENDOR RESPONSIBILITY:

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

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

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

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

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

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

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

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(\\${q0fzcv55qhaeqs45jpyq5i45}\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(${q0fzcv55qhaeqs45jpyq5i45})/welcome.aspx).

IF AWARDED A CONTRACT:

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

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

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

SPECIFICATIONS:

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

SITE VISITATION:

A site visitation is required. Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service to determine everything necessary to accomplish the services. The sites will be open to visit on Monday, August 21, 2023, from 1P.M. to 3 P.M. Please contact Brian Young at 603-271-7977 or by email at Brian.G.Young@das.nh.gov prior to attending to verify attendance.

SCOPE OF SERVICES:

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

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

Rockingham County Courthouse #10 Route 125, Brentwood, NH	
Sarah Lineberry 603-271-3936 Sarah.B.Lineberry@das.nh.gov	
Nightly Maintenance/5 Days: Monday through Friday (4 PM - 8 PM)	
Surface Disinfection/Enhanced High Touch Point Cleaning:	Clean and disinfect surfaces on a nightly basis which include security check-in counters (public side), clerks public service counters, courtroom litigation tables, witness stands, judicial benches (in areas free of documents), conference room tables, attorney-client room counters (public/secure sides), kitchen lounge tables, counters, and microwave keypad surfaces. High Touch Point Cleaning includes disinfection on a nightly basis all doorknobs/hardware, light switches, elevator keypads, and tops of courtroom pews.
Clean Mats	All entrances
Floors, damp mopping (with cleaner/disinfecting solution)	All floors in winter or during inclement weather; not to exceed every other day in good weather
Glass / Mirror Cleaning	All mirrors, glass partitions / doors and entrance / view window doors
Lavatory Cleaning	All, clean and sanitize toilet bowls and urinals, sanitize washbasin and polish fixtures, restock toilet paper, paper towels and hand soap dispensers
Kitchen Cleaning	All sinks, counters, tables, chairs; polish fixtures, restock paper towels and hand soap dispensers; spot clean interior of waste cans
Receptacle (trash) Emptying	All floors, clean and replace liner
Spot Clean Floors	All floors
Spot Clean Lavatory	All partitions, counters, sinks, tiled walls and interior of waste cans / sanitary disposal containers
Spot Clean Walls, Wall Panels & Partitions, Doors, Light Switches	All floors

Vacuum Carpets	All, high traffic areas (foyers, clerks' office, courtrooms, hallways); all other floors (conference rooms, private offices) daily as needed (a minimum of twice per week)
Sweeping	All floors
Stairwell(s)	All, shall be cleaned, vacuumed and/or swept, wet mopped
Elevator(s)	All, vacuumed and stainless steel wiped down
Every Other Night Maintenance	
Low Dust	All ledges (includes fireplace mantels, furniture, pictures, and window sills) NO STAFF DESKS
Weekly Maintenance	
High Dust	All Floors
Vacuum Upholstered Chairs	All Floors
Detail Clean	All Floors, edges, corners and thresholds
All Restrooms	Scrub, clean, disinfect grout, all partitions, counters, tile, urinals, toilets, walls/floors, waste can liners, sanitary disposal containers
Quarterly Maintenance	
Burnishing	All Tiled Floors
Clean Ceiling Diffusers	All Floors
Machine Scrubbing/Floor Recoating	All Tiled Floor Area including lavatories
Metal Polishing, Drinking fountains	All light fixtures, interior & exterior door hardware, interior handrails, kick plates & drinking Fountains (brass, stainless & aluminum)
Stairways and Landings	Damp Mop and Clean
Nightly Maintenance for Holding Cell Area	
<p>The courthouse includes a cellblock area which provides for conference areas, holding cells and a control room for security staff. There are toilets in each cell. Cellblock area must be kept sanitized using cleaning products and techniques to ensure a healthy environment free of unwanted substances, pollutants, bacteria and odors. The following describes the nightly maintenance requirements:</p> <ul style="list-style-type: none"> • Dry mop floors and wash with a disinfectant • Clean and disinfect holding cells <ul style="list-style-type: none"> ◦ Wipe down all benches with a disinfectant ◦ Clean, scrub, disinfect toilet bowls • Spot clean walls, doors, light switches • Wipe down counter surfaces in conference areas • Clean glass in control room • Remove trash <p>The above provisions are not intended to replace the requirements provided in the Maintenance Frequency Schedule; those provisions shall remain in full force and effect. The above provisions are being provided to ensure the area is cleaned adequately.</p>	

Special Additional Information
<p>The Contractor shall be responsible for the provision of janitorial services for the Rockingham County Court, which consists of: Square Footage: approximately 60,000 Stairwells: 2 (emergency exit stairwell excluded) Employees: 110 +/- Flooring: 80% carpet; 20% tile/linoleum Bathrooms: 44+- total including Cell block</p> <p>Contractor shall activate/deactivate the building's alarm system. The alarm shall be activated nightly upon completion. Contractor shall ensure all lights are turned off nightly upon completion. Contractor shall collect and remove trash; place in outside dumpster nightly. State shall collect recycling (blue tubs) and bag separately for disposal. State shall supply all consumables (trash can liners and paper products (paper towels, toilet paper, etc.)</p>
Exclusions
<p>The following areas and/or equipment are not included as part of the bid. Such areas shall be the responsibility of the State:</p> <p>Bid EXCLUDES:</p> <ul style="list-style-type: none"> • Maintenance rooms • Elevator control room • County space in lower level • E-court work stations (located on the 1st floor public lobby) <p>Other BID EXCLUSIONS:</p> <ul style="list-style-type: none"> • sally port • court security equipment, mag and x-ray machine (located on the 1st floor) • Contractor not responsible for cleaning storage and/or mechanical/electrical equipment rooms • exterior cigarette receptacles
Recommendation Statement
<p>Historically, the State employed five cleaners for four hours per night. Based on this information, the State recommends the awarded Contractor be prepared to staff accordingly. Further, the expectation is that the staff shall be trained in appropriate custodial best practices and supervised by a competent management team member. The State shall conduct quality control inspections on a weekly basis, identifying deficiencies and requiring immediate corrective actions. Inadequate or insufficient cleaning of the courthouse will be grounds for default in accordance with Section 8 of the P-37 Agreement.</p>

VENDOR'S EMPLOYEES AND SUPERVISORS:

Vendor shall provide on-site supervision. Vendor's supervisors shall be literate in the English language. Vendor's supervisors shall also be capable of communicating with all Vendors' employees in the event they do not speak English. Upon State Agency request, the Vendor shall provide documentation that the supervisor has the necessary skills and is paid at a higher rate than the custodians. The supervisor is required to be on-site at least once per month. At the discretion of the State Agency, Vendor may be required to assign additional supervisory oversight as required to correct performance problems. In the event of the regularly assigned supervisor's

absence, Vendor shall provide a substitute of equal or greater skill level. Vendor shall provide the name, title and cell phone number of the supervisor(s) to the State Agency.

STAFFING:

The awarded Vendor shall employ a minimum of four (4) cleaner and one (1) supervisor for four hours per night to complete the services at the location listed herein.

PER OCCURRENCE SERVICES:

Janitorial cleaning services not listed in the specifications or offer sheets as part of this bid are to be quoted per occurrence with the Contractor. Utilizing agency shall issue a detailed Scope of Work including specifications of each individual project. Work may begin only upon the written approval of the utilizing agency. In the best interest of the State of New Hampshire agencies may seek quotes from alternative vendors to determine the lowest cost of Per Occurrence Services.

The Vendor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the work in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned.

The Vendor 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 herein. The Vendor may schedule work during other work times, provided that they obtain prior approval of the Facility Contact Person.

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

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 <https://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 Vendor 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.

DAILY LOG:

The Vendor shall maintain and sign a logbook that will be kept at the location where the services are performed to verify that the services are completed each day and to record any concerns needing corrective action. The Vendor's on-site supervisor shall review this logbook regularly and shall ensure that noted corrections are made if corrections are Vendor's responsibility. If corrections are not Vendor's responsibility, then the on-site supervisor shall verify and note in the logbook that such concerns have been forwarded to the State Agency.

WORK SCHEDULE:

The Vendor shall provide and maintain work schedules and project schedules for all work staff engaged in the performing the services of the Contract to the State Agency. 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:

Daily 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 Vendor 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 Vendor 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 Vendor will be provided with up to fifteen (15) days period to cure said default. If the Vendor 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 Vendor 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 Vendor 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.

The Vendor 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 Vendor is required to use EcoLogo or Green Seal cleaning bio-degradable materials. The State will provide paper products, hand soap, and can liners.

The Vendor 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 Vendor'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 Vendor is solely the Vendor's responsibility. Any of the work staff's personal property brought onto State property is solely the Vendor'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 Vendor shall be considered part of the area being cleaned and shall be serviced accordingly.

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

If the Vendor fails to secure a facility or set the security alarm properly which results in an alarm condition, the Vendor 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 Vendor shall establish and implement methods of ensuring that all keys issued to the Vendor by the State are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Vendor by the State shall be duplicated. The Vendor shall report the loss of keys or access cards to the Contracting Officer. In the event keys are lost, the Vendor 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 Vendor. 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 Vendor. It is the responsibility of the Vendor to prohibit the use of keys issued by the State by any persons other than the work staff.

The Vendor 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.

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 Vendor.

Failure by the Vendor 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 tampico 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.

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, lint, 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.

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.

For lightly soiled surfaces:

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 microfiber 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.

The State requires twenty-one (21) days advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

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

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

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

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

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

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

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

OBLIGATIONS AND LIABILITY OF THE VENDOR:

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

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

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

OFFER:

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

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

Daily weekday cleaning (5 days/week x 52 = 260 cleanings per year) Total square footage is approximately 60,000 sq. ft. If the awarded Vendor is found to be at fault for failing to begin services on the contract start date, a daily \$200.00 fee will be charged until the agreed upon services described herein are in place. This fee will be paid to the State Agency of whom this contract applies to after the services have begun.	Daily Rate	Emergency Rate (hourly rate)
Rockingham County Courthouse, #10 Route 125, Brentwood, NH	\$ 285	\$ 30

If the awarded Vendor is found to be at fault for failing to begin services on the contract start date, a daily \$200.00 fee will be charged until the agreed upon services described herein are in place. This fee will be paid to the State Agency of whom this contract applies to after the services have begun.

VENDOR CONTACT INFORMATION:

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

Maurice Goin	603-404-2106	
Contact Person	Local Telephone Number	Toll Free Telephone Number

mgoin@gfsservices.com

E-mail Address

www.gfsservices.com

Company Website

Mojo Corp dba GFS Building Maintenance

Vendor Company Name

5 Priscilla Lane Auburn, NH 03032

Vendor Address

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:

Attachment 1: Sample P-37 Form

Attachment 2: Location Specifications

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

The Bid Opening is open to the public online on 08/31/2023 at 10:00 AM at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 269 492 361 719

Passcode: 7ogN5G

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 112 002 103 0

[Alternate VTC instructions](#)

Or call in (audio only)

+1 603-931-4944,,300980266# United States, Concord

Phone Conference ID: 300 980 266#

[Find a local number](#) | [Reset PIN](#) | [Learn More](#) | [Meeting options](#)

ATTACHMENT 1

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (<i>if applicable</i>) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files,

formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved

to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. **THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. **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.

23. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. **FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. **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.

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

5B m.c.



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

July 19, 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 #8002881) with Mojo Corp dba GFS Building Maintenance (VC#402615), Auburn, NH, for janitorial cleaning services by adding a location with no change to the price limitation effective upon Governor and Executive Council approval through June 30, 2024. The original contract was approved by the Commissioner of the Department of Administrative Services on June 14, 2021, and most recently amended with the Commissioner of the Department of Administrative Services approval on June 10, 2022.

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

EXPLANATION

As previously stated, the original contract was approved by the Commissioner of the Department of Administrative Services on June 14, 2021. It was then subsequently amended with Commissioner of the Department of Administrative Services approval on September 17, 2021; December 23, 2021; and on May 10, 2022.

The DAS, through the Bureau of Purchase and Property, issued request for bid (RFB) 2767-23 on May 22, 2023, with responses due on June 2, 2023. The RFB reached 83 vendors through the NIGP registry with an additional 19 directly sourced. There were five compliant responses received with the lowest being from Mojo Corps dba GFS Building Maintenance.

The currently assigned price limitation of \$3,275,000.00 is adequate and will cover the full term of existing contract with the addition of the one location in Mojo Corp dba GFS Building Maintenance's bid response. The price limitation is calculated from actual expenditures in business intelligence reports for the last three years, providing a more accurate estimation of spend.

Contract financials	
Current price limitation	\$3,275,000.00
Current price limitation remaining balance	\$1,145,570.82
Less forecasted remaining contract term spend	\$679,666.54
Less location added this amendment	\$39,468.00
Remaining price limitation	\$426,436.28
New price limitation	No Change

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Mojo Corp dba GFS Building Maintenance.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

**FOURTH AMENDMENT TO THE CONTRACT
BETWEEN MOJO CORP DBA GFS BUILDING MAINTENANCE
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL CLEANING SERVICES
CONTRACT # 8002881**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 13th day of June 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Mojo Corp dba GFS Building Maintenance hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective July 1, 2021, amended by the First Amendment on September 17, 2021, amended by the Second Amendment on December 23, 2021, amended by the Third Amendment on May 10, 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 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

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

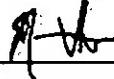
1. Amend Exhibit B, Payment Terms, the following payment terms for the period August 1, 2023, through June 30, 2024:

Current total price limitation	\$3,275,000.00
Current limitation remaining balance	\$1,145,570.82
Forecasted term remaining spend	\$679,666.54
New location added on this amendment	\$39,468.00
Current limitation remaining balance after amendment	\$426,436.28
New total price limitation	No Change

Department of Administrative Services – General Services		
<ul style="list-style-type: none"> • Five (5) cleanings per week (260 cleanings per year) • Approximate Square Footage = 21,210 in office area • Locker rooms / bathrooms = 12 • State supplies Paper Towels, Toilet Paper, Hand Soap and Trash Can liners for the purpose of refilling dispensers and receptacles; all other cleaning supplies and equipment are to be supplied by the janitor and may be kept on-site if needed • The awarded vendor shall provide the minimum staffing noted below: <ul style="list-style-type: none"> o One (1) supervisor to be on site at least twice per week o Three (3) janitorial cleaner staff 		
	Daily Rate	Emergency Rate (hourly rate)
64 South Street, Concord, NH 03301	\$138.00	\$30.00

2. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on June 14, 2021, shall remain in full force and effect.

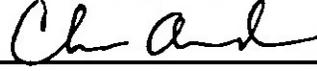
**MOJO CORP DBA GFS BUILDING
MAINTENANCE**

By: 
Maurice Goin
(Print Name)

Title: President

Date: 6/13/2023

STATE OF NEW HAMPSHIRE

By: 
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 6/22/23

OFFICE OF THE ATTORNEY GENERAL

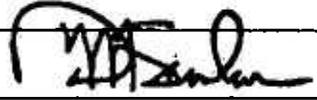
By: 
Jill Perlow
(Print Name)

Title: Associate Attorney General

Date: 6/28/23

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

JUL 19 2023

Signed: 

SECRETARY OF STATE

State of New Hampshire
Department of State

CERTIFICATE OF REGISTERED TRADE NAME
OF
GFS BUILDING MAINTENANCE

This is to certify that **MOJO CORP** is registered in this office as doing business under the Trade Name **GFS BUILDING MAINTENANCE**, at 5 Priscilla Lane, Auburn, NH, 03032, USA on 06/02/2022

The nature of business is **56-Administrative and Support and Waste Management and Remediation Services - 720-Janitorial Services**

Expiration Date: 06/02/2027

Business ID: 903090



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

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 MOJO CORP is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 18, 2022. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 896369

Certificate Number: 0006243673



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of June A.D. 2023.

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

David M. Scanlan
Secretary of State



State of New Hampshire

Department of State



Business Name : **MOJO CORP**

Business ID : **896369**

Filing History

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0006054367	01/08/2023	01/08/2023	Annual Report Reminder	N/A
0006060686	01/08/2023	01/08/2023	Annual Report	2023
0005779661	05/18/2022	05/18/2022	Change of Business Address	N/A
0005712582	03/18/2022	03/18/2022	Business Formation	N/A

Trade Name Information

Business Name	Business ID	Business Status
GFS BUILDING MAINTENANCE	903090	Active

Name History

Name	Name Type
No Name Changes found for this business.	

Principal Information

Name	Title
Maurice Goin	Incorporator
Maurice Goin	President
Joseph O'loughlin	Vice President
Joseph O'loughlin	Secretary
Maurice Goin	Treasurer
Maurice Goin	Chief Executive Officer
Joseph O'loughlin	Chief Marketing Officer
Maurice Goin	Director

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989

Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH

Phone: (603)271-3246 | Fax: (603)271-3247 | Email: corporate@sos.nh.gov | Website: sos.nh.gov

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 5/31/23

Company Name: GFS BUILDING MAINTENANCE
Address: 5 PRISCILLA LANE
AUBURN, NH 03032

To: Point of Contact: Jonah Rosa
Telephone: (603)-271-2550
Email: NH.Purchasing@dos.nh.gov

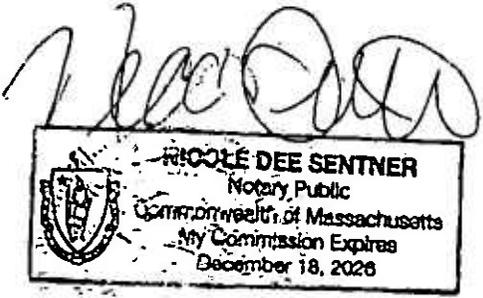
RE: Bid Invitation Name: Janitorial Cleaning Services at 64 South Street
Bid Number: 2767-23
Bid Posted Date (on or by): 5/22/2023
Bid Closing Date and Time: 6/2/2023 @ 10:00 AM (EST)
Dear Mr. Rosa,

[Insert name of signor] MAURICE GOIN, on behalf of GFS BUILDING MAINT. [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2767-23 for Janitorial Cleaning Services at 64 South Street at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 214:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
 - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
 - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form; or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
 - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
 - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
 - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
 - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
 - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
 - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
 - j. Has been placed on the debarred parties list described in RSA 214:11-c within the past year.

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



Contractor Initials MG
Date 5/31/23

**REQUEST FOR BID FOR JANITORIAL CLEANING SERVICES AT 64 SOUTH STREET
FOR THE STATE OF NEW HAMPSHIRE**

PURPOSE:

The purpose of this bid invitation is to establish a contract for **Janitorial Cleaning Services at 64 South Street** to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

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

BID SUBMITTAL:

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

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

BID INQUIRIES:

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

Questions shall be submitted by E-mail to Jonah Rosa at Jonah.L.Rosa@DAS.NH.Gov.

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

BID DUE DATE:

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

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

ADDENDA:

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

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

TIMELINE:

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

05/22/2023

Bid Solicitation distributed on or by

Page 2 of 22

Contractor Initials

Date 6/1/2023

MG

05/30/2023 Last day for questions, clarifications, and/or requested changes to bid
06/02/2023 10:00 AM (EST) Bid Closing
07/01/2023 Implementation of contract

TERMS OF SUBMISSION:

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

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

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

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

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

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

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

CONTRACT TERM:

The term of the contract shall commence upon execution by the Commissioner of the Department of Administrative Services or Governor and Council, whichever is later (the "effective date") and shall continue thereafter for a period of approximately eleven (11) months.

The contract may be extended for an additional four (4) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services or Governor and Council. The maximum term of the contract (including extensions) shall not exceed five (5) years.

CONTRACT AWARD:

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

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

NOTIFICATION AND AWARD OF CONTRACT(S):

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

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

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

LIABILITY:

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

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

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

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

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

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

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

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

attempting to electronically access, or has been referred to, materials which have been made publicly available on the State's web sites.

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

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

TERMINATION:

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

VENDOR CERTIFICATIONS:

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

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

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

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:**
Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:

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

Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

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

Price decreases shall become effective immediately as they become effective to the general trade

AUDITS AND ACCOUNTING:

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

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

ESTIMATED USAGE:

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

USAGE REPORTING:

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency. Reports are due no later than 30 days after each end of each calendar quarter to Jonah Rosa at the Bureau of Procurement Services and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Total Cost of all Services Purchased. Ability to sort by agency.
- In Excel format

ESTABLISHMENT OF ACCOUNTS:

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

PAYMENT:

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

INVOICING:

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

TERMS OF PAYMENT:

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

VENDOR RESPONSIBILITY:

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

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

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

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

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

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

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

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

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

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

[https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55ghaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55ghaeqs45jpyq5i45))/welcome.aspx)

IF AWARDED A CONTRACT:

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

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

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

SPECIFICATIONS:

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

SITE VISITATION:

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services. Contact Dennis Breslin at (603) 271-5559 or via email at dennis.a.bresslin@das.nh.gov if you wish to visit the site.

SCOPE OF SERVICES:

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

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

64 South Street, Concord, NH 03301	
Nightly Maintenance (5 days) 5 PM to 11 PM	
Nightly Maintenance	
Clean Mats/Runners	All entrances
Damp Mopping (with cleaner/disinfecting solution)	All floors in winter or during inclement weather; not to exceed every other day in good weather
Glass / Mirror Cleaning	All mirrors, glass partitions / doors and entrance / view window doors
Lavatory/Kitchen Cleaning	All, clean and sanitize toilet bowls and urinals, sanitize washbasin and polish fixtures, restock toilet paper, paper towels and hand soap dispensers
Passenger Elevator(s)	Clean all interior surfaces of elevator cabs, polish metal, and saddles entering elevators
Receptacle Emptying - Internal & External	All floors, clean and replace liner
Spot Clean Carpeting	All floors
Spot Clean Floors	All floors
Spot Clean Furniture, Cubicle Panels & Chairs	All floors
Spot Clean Kitchens/Lavatory	All partitions, counters, sinks, tiled walls and interior of waste cans/sanitary disposal containers
Spot Clean Walls, Wall Panels & Partitions, Doors, Light Switches	All floors
Vacuum Carpets	All floors
Sweeping	All floors
Every Other Day Maintenance	
Low Dust	All ledges (includes fireplace mantels, furniture, pictures, and window sills)
Weekly Maintenance	
All restrooms	Scrub, clean, disinfect grout, all partitions, counters, tile, urinals, toilets, walls/floors, waste can liners, sanitary disposal containers
Stairwells	All, shall be cleaned, vacuumed and/or swept, wet mopped, etc.
High Dust	All floors
Vacuum Upholstered Chairs	All floors
Detail Clean	All floors, edges, corners, and thresholds
Monthly Maintenance	
Lights	All floors, change light bulbs as needed, notify officer manager when supply is low

Metal Polishing	All lights fixtures, interior & exterior door hardware, interior handrails, kick plates & drinking fountains (brass, stainless & aluminum)
Submit monthly recycle bag (35 lb.)	Estimate number of pounds recycled
Vacuum Elevator Tracks	All floors
Quarterly Maintenance	
Clean Ceiling Diffusers	All Floors
Special Additional Information	
<ul style="list-style-type: none"> • Approximate Square footage total 21,210. • Bathrooms 12 o Contractor will be required to lock and unlock specific doors and to place signs at designated areas. • Alarm System to be activated / deactivated. • All Lights to be turned off upon completion. • Emergency daytime cleaning of Restrooms/Public area on a per event basis as requested. • Elevators shall be swept clean daily and damped mopped monthly • Janitor shall empty exterior Cigarette Receptacle as needed • Janitor shall clean up papers, cans, butts and/or other items not belonging on the sidewalk, parking lot or landscaped areas of the parking lot. • Key card/access cards will be given and will only work in designated areas. • State supplies Paper Towels, Toilet Paper, Hand Soap and Trash Can liners, all other consumables are to be supplied by the janitor. • The awarded vendor shall provide the minimum staffing noted below: <ul style="list-style-type: none"> o One (1) supervisor to be on site at least twice per week! o Three (3) Janitorial Staff 	
Excluded Areas	
All storage, mechanical and electrical equipment rooms.	

VENDOR'S EMPLOYEES AND SUPERVISORS:

Vendor shall provide on-site supervision. Vendor's supervisors shall be literate in the English language. Vendor's supervisors shall also be capable of communicating with all Vendors' employees in the event they do not speak English. Upon State Agency request, the Vendor shall provide documentation that the supervisor has the necessary skills and is paid at a higher rate than the custodians. The supervisor is required to be on-site at least twice per week. At the discretion of the State Agency, Vendor may be required to assign additional supervisory oversight as required to correct performance problems. In the event of the regularly assigned supervisor's absence, Vendor shall provide a substitute of equal or greater skill level. Vendor shall provide the name, title and cell phone number of the supervisor(s) to the State Agency.

STAFFING:

The awarded Vendor shall employ a minimum of three (3) cleaners and one (1) supervisor to complete the services at the location listed herein!

PER OCCURRENCE SERVICES:

Janitorial cleaning services not listed in the specifications or offer sheets as part of this bid are to be quoted per occurrence with the Contractor. Utilizing agency shall issue a detailed Scope of Work including specifications of each individual project. Work may begin only upon the written approval of the utilizing agency. In the best interest of the State of New Hampshire agencies may seek quotes from alternative vendors to determine the lowest cost of Per Occurrence Services.

The Vendor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the work in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned.

The Vendor 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 herein. The Vendor may schedule work during other work times, provided that they obtain prior approval of the Facility Contact Person.

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

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 <https://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 Vendor 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 Contract Supervisor shall solve technical problems and prepare work schedules in compliance with Contract requirements. The Contract Supervisor shall be responsible for the establishment and continuation of an approved quality control program.

DAILY LOG:

The Vendor shall maintain and sign a daily logbook that will be kept at the location where the services are performed to verify that the services are completed each day and to record any concerns needing corrective action. The Vendor's on-site supervisor shall review this logbook regularly and shall ensure that noted corrections are made if corrections are Vendor's responsibility. If corrections are not Vendor's responsibility, then the on-site supervisor shall verify and note in the logbook that such concerns have been forwarded to the State Agency.

WORK SCHEDULE:

The Vendor shall provide and maintain daily work schedules and project schedules for all work staff engaged in the performing the services of the Contract to the State Agency. 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:

Daily 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 Vendor 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 Vendor 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 Vendor will be provided with up to fifteen (15) days period to cure said default. If the Vendor 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 Vendor 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 Vendor 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.

The Vendor 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 Vendor is required to use EcoLogo or Green Seal cleaning bio-degradable materials. The State will provide paper products, hand soap, and can liners.

The Vendor 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 Vendor'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 Vendor is solely the Vendor's responsibility. Any of the work staff's personal property brought onto State property is solely the Vendor'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 Vendor shall be considered part of the area being cleaned and shall be serviced accordingly.

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

If the Vendor fails to secure a facility or set the security alarm properly which results in an alarm condition, the Vendor 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 Vendor shall establish and implement methods of ensuring that all keys issued to the Vendor by the State are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Vendor by the State shall be duplicated. The Vendor shall report the loss of keys or access cards to the Contracting Officer. In the event keys are lost, the Vendor 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 Vendor. 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 Vendor. It is the responsibility of the Vendor to prohibit the use of keys issued by the State by any persons other than the work staff.

The Vendor 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.

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 Vendor.

Failure by the Vendor 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 tampico 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.

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, lint, 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.

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:

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.

The State requires twenty-one (21) days advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

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

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

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

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

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

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

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

OBLIGATIONS AND LIABILITY OF THE VENDOR:

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

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

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's

own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

OFFER:

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

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

If the awarded Vendor is found to be at fault for failing to begin services on the contract start date, a daily \$200.00 fee will be charged until the agreed upon services described herein are in place. This fee will be paid to the State Agency of whom this contract applies to after the services have begun.

Department of Administrative Services - General Services		
<ul style="list-style-type: none"> • Five (5) cleanings per week (260 cleanings per year) • Approximate Square Footage = 21,210 in office area • Locker rooms / bathrooms = 12 • State supplies Paper Towels, Toilet Paper, Hand Soap and Trash Can liners for the purpose of refilling dispensers and receptacles; all other cleaning supplies and equipment are to be supplied by the janitor and may be kept on-site if needed • <u>The awarded vendor shall provide the minimum staffing noted below:</u> <ul style="list-style-type: none"> o One (1) supervisor to be on site <u>at least twice per week</u> o Three (3) janitorial cleaner staff 		
	Daily Rate	Emergency Rate (hourly rate)
64 South Street, Concord, NH 03301	\$ 138	\$ 30

VENDOR CONTACT INFORMATION:

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

<u>Maurice Goin</u>	<u>603-404-2106</u>	
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>mgoin@gfsservices.com</u>		<u>www.gfsservices.com</u>
E-mail Address		Company Website
<u>GFS Building Maintenance</u>	<u>5 Priscilla Lane Auburn, NH 03032</u>	
Vendor Company Name	Vendor Address	

ATTACHMENTS:

The following attachments are an integral part of this bid invitation:

Attachment A: Sample P-37 Form

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

The Bid Opening is open to the public online on 6/2/2023 at 10:00 AM at the following:

Microsoft Teams meeting
Join on your computer, mobile app or room device
[Click here to join the meeting](#)
 Meeting ID: 276 909 000 908
 Passcode: A8N69d
[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 116 429 835 5

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 603-931-4944,,483030698#](#) United States, Concord

Phone Conference ID: 483 030 698#

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

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

ATTACHMENT A

SAMPLE FORM TO BE COMPLETED UPON AWARD

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

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <div style="text-align: right;">Date:</div>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the

performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor

arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

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

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

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

DATE: May 25, 2022

CONTRACT FOR: Janitorial Cleaning Services

CONTRACT #: 8002881

COMMODITY/NIGP CODE: 910

CONTRACTOR: Mojo Corp, d/b/a GFS Building VENDOR CODE #: 402615

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: 2022.05.25 10:37:19 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

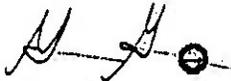
RECOMMENDED FOR ACCEPTANCE BY:



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: 2022.06.09 09:23:03 -04'00'

PAUL A. RHODES, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services, ou=Bureau of
Purchase and Property,
email=Mathew.T.Stanton@das.nh.gov, c=US
Date: 2022.06.09 12:52:20 -04'00'

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



Digitally signed by Gary S Lunetta
DN: cn=Gary S Lunetta, o=Bureau of
Purchase & Property, ou=Div of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.06.09 15:33:36 -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 6/10/22

**THIRD AMENDMENT TO THE CONTRACT
BETWEEN MOJO CORP, GFS BUILDING MAINTENANCE, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL CLEANING SERVICES
CONTRACT # 8002881**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 15 day of May, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Mojo Corp, GFS Building Maintenance, Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective July 1, 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;

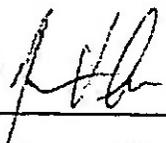
NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$3,275,000.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period July 1, 2022 through June 30, 2024:

Location	Section A Daily Rate		SECTION C Emergency Cleaning
	July 2022 - June 2023	July 2023-June 2024	Emergency Rate (hourly rate)
Agency - Department of Corrections Field Services Requires one (1) cleanings per week (1 days/week x 52 = 52 cleanings per year)			
DOC - Wolfeboro	\$52.00	\$54.00	\$28.00
Agency - Department of Environmental Services Requires two (2) cleanings per week (2 days/week x 52 = 104 cleanings per year)			
NHDES - WRBP Laconia	\$48.00	\$50.00	\$28.00
Agency - DOS - DMV Requires five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)			
DMV Keene	\$34.00	\$36.00	\$28.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on June 14, 2021, shall remain in full force and effect.

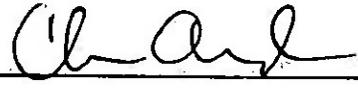
MOJO CORP, GFS BUILDING MAINTENANCE,
Inc.

By: 
MAURICE GOIN
(Print Name)

Title: PRESIDENT

Date: 5/18/2022

STATE OF NEW HAMPSHIRE

By: 
Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 6/10/22

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, JOSEPH O'LOUGHLIN, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
MOJO CORP. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on MAY 20, 2022,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That MAURICE GUN, PRESIDENT (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

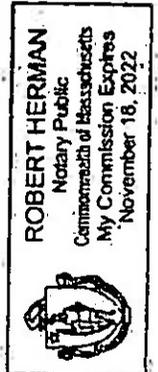
MOJO CORP with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein:

DATED: May 20, 2022 (got)

ATTEST: [Signature]
(Name & Title)



ESSEX, SS.

ON THIS 20TH DAY OF MAY, 2022, BEFORE ME, A NOTARY PUBLIC, PERSONALLY
APPEARED JOSEPH O'LOUGHLIN, CLERK/SECY, WHO IS PERSONALLY KNOWN TO ME, AND
EXECUTED THIS DOCUMENT AS HIS FREE ACT AND DEED, ON BEHALF OF MOJO CORP.

Robert Herman - Notary Public



MOJOCOR-01

JOHCO1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2022

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 Salem Five Insurance Services, LLC 445 Main Street Woburn, MA 01801	CONTACT NAME	
	PHONE (A/C, No, Ext): (781) 933-3100	FAX (A/C, No): (781) 933-9048
	E-MAIL ADDRESS: insurance.services@salemfive.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Central Mutual	20230
INSURED MOJO CORP DBA GFS Building Maintenance 58 Macy St Ste 6C Amesbury, MA 01913	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		2MOJOCOR-01	5/17/2022	5/17/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		1MOJOCOR-01	5/17/2022	5/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		3MOJOCOR-01	5/17/2022	5/17/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	4MOJOCOR-01	5/17/2022	5/17/2023	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	B. Personal Property		2MOJOCOR-01	5/17/2022	5/17/2023	\$ Priscilla Ln 52,000

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

CERTIFICATE HOLDER

CANCELLATION

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

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MOJO CORP is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 18, 2022. 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: 896369

Certificate Number : 0005749957



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of March A.D. 2022.

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

William M. Gardner
Secretary of State

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 GFS BUILDING MAINTENANCE is a New Hampshire Trade Name registered to transact business in New Hampshire on June 02, 2022. 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: 903090

Certificate Number : 0005788505



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of June A.D. 2022.

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

David M. Scanlan
Secretary of State

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

DATE: May 24, 2022

CONTRACT FOR: Janitorial Cleaning Services

CONTRACT #: 8002881

COMMODITY/NIGP CODE: 910

CONTRACTOR: Mojo Corp, d/b/a GFS Building VENDOR CODE #: 402615

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: 2022.05.24 14:49:20 -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: 2022.05.26 11:16:53 -04'00'

PAUL A. RHODES, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

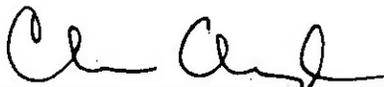
RECOMMENDED FOR ACCEPTANCE BY:

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

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

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



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5-26-22

Assignment and Assumption Agreement
Contract # 8002881 with GFS Building Maintenance Inc.

This Assignment and Assumption Agreement ("Assignment") is made as of this 20 day of May, 2022 (the "Effective Date"), by and among Mojo Corp. GFS Building Maintenance ("Assignee"), and GFS Building Maintenance Inc. ("Assignor").

RECITALS:

WHEREAS, the State of New Hampshire and the Assignor entered into an agreement (the "Agreement") for Janitorial Cleaning Services on June 14, 2021, with Agreement set to expire June 30, 2024; and

WHEREAS, as of the Effective Date, Assignor desires to transfer all of its interest in and to the Agreement to Assignee and Assignee desires to assume all obligations of Assignor under the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Assignment of Agreement

1. As of the Effective Date, all obligations, rights and privileges of Assignor under and by virtue of the Agreement other than obligations or liabilities arising out of any breach or default by Assignor (or any of Assignor's actions or omissions which, with notice or lapse of time or both, would constitute a breach or default thereunder) which occurred prior to the effective date are hereby unconditionally assumed by Assignee.
2. As of the Effective Date, all references to Assignor as used in the Agreement shall refer to Assignee.
3. The State hereby consents to the assignment of the rights and obligations of Assignor under the Agreement to Assignee.
4. Except as modified by this assignment, the Agreement shall remain in force and effect in accordance with its terms.

Mojo Corp. GFS Building Maintenance

GFS Building Maintenance Inc.

By: [Signature]

By: [Signature]

Maurice Goin

Lisa Bourbeau

(Print Name)

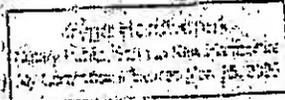
(Print Name)

Title: President

Title: President

Date: 5/3/2022 5/10/2022

Date: 5/3/2022 5/10/2022



[Signature]
May 10, 2022

STATE OF NEW HAMPSHIRE

The State is willing to consent to the assignment of all rights, obligations and liabilities of Assignor under the Agreement to Assignee as of the Effective Date.

By: [Signature]

Charles M. Ailinghaus

(Print Name)

Title: Commissioner
Department of Administrative Services

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Robert N. LaFontaine, hereby certify that I am duly elected (Officer of GFS Building Maintenance, Inc.)

I hereby certify the following is a true copy of a vote taken at GFS Building Maintenance, Inc. at a meeting of the Board of Directors/shareholders, duly called and held on May 5, 2022,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Lisa Bourbeau, President is duly authorized to enter into contracts or agreements on behalf of GFS Building Maintenance, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 5/5/22

ATTEST: [Signature]
(Name & Title) DIRECTOR

TRACIA HIGDON
Notary Public, State of New Hampshire
My Commission Expires December 18, 2024

see attached acknowledgement

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, MAURICE GOIN hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
MOJO CORP. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation).

a meeting of the Board of Directors/shareholders, duly called and held on May 9th, 2022,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That MAURICE GOIN PRESIDENT (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

MOJO CORP with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify
that it is understood that the State of New Hampshire will rely on this certificate as evidence that
the person(s) listed above currently occupy the position(s) indicated and that they have full
authority to bind the corporation. To the extent that there are any limits on the authority of any
listed individual to bind the corporation in contracts with the State of New Hampshire, all such
limitations are expressly stated herein.

DATED: 5/9/2022

ATTEST: [Signature] PRESIDENT
(Name & Title)
Joseph C. English, VP

MASSACHUSETTS ALL-PURPOSE ACKNOWLEDGMENT

Gov. Exec. Ord. #455(03-13), §5(d)

Commonwealth of Massachusetts

County of Essex } ss.

On this the 9 day of May 2022 before me,

Cindy Scribner the undersigned Notary Public, personally appeared
Name of Notary Public

Maurice V. Goin Joseph S. O'Loughlin proved to me through
Name(s) of Signer(s)

satisfactory evidence of identification, which was/were DL-MA 5-30696958 Joseph O'Loughlin
Description of Evidence of Identity

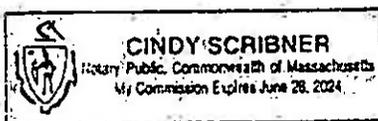
DLM SA2230790 Maurice Goin to be the person(s) whose name(s)/is/are
signed on the preceding or attached document, and acknowledged to me that he/she/they signed it
voluntarily for its stated purpose(s).

as partner(s) for _____ a partnership.

as officer for _____ a corporation.
Title of Office Name of Corporation

as attorney in fact for _____ the principal.
Name of Principal Signer

as _____ for _____
Type of Capacity Name of Person/Entity a/the Type of Entity



Cindy Scribner
Signature of Notary Public
Cindy Scribner
Printed Name of Notary

Place Notary Seal and/or Stamp Above My Commission Expires: June 28 2024

OPTIONAL
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.
Description of Attached Document
Title or Type of Document: Corporate Resolution Document Date: May 9, 2022
Number of Pages: 1 Signer(s) Other Than Named Above: _____

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

DATE: December 20, 2021

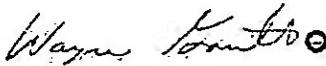
CONTRACT FOR: Janitorial Cleaning Services

CONTRACT #: 8002881

COMMODITY/NIGP CODE: 910*

CONTRACTOR: GFS Building Maintenance, Inc. VENDOR CODE #: 156884

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,
v, c=US
Date: 2021.12.20 14:38:16 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Paul.A.Rhodes@das.nh.gov,
c=US
Date: 2021.12.21 13:40:36 -05'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,
o=Department of Administrative
Services; ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov,
v, c=US
Date: 2021.12.21 14:25:34 -05'00'

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

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



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 12-12-21

**SECOND AMENDMENT TO THE CONTRACT
BETWEEN GFS BUILDING MAINTENANCE INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL CLEANING SERVICES
CONTRACT # 8002881**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 20 day of December, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and GFS Building Maintenance Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective January 1, 2022 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:

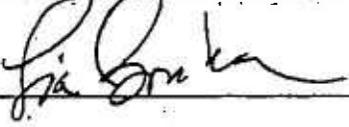
1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$3,230,000.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period January 1, 2022 through June 30, 2024:

Location	Section A Daily Rate			SECTION C Emergency Cleaning
	January 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)				
Rochester Circuit Courthouse	\$60.00	\$62.00	\$64.00	\$28.00
Rockingham County Courthouse	\$276.00	\$284.00	\$292.00	\$28.00
Portsmouth Circuit Courthouse	\$72.00	\$74.00	\$78.00	\$28.00
Hillsborough County North Courthouse	\$322.00	\$332.00	\$341.00	\$28.00
Carroll County Courthouse	\$168.00	\$173.00	\$178.00	\$28.00
Jaffrey-Peterborough Circuit Courthouse	\$96.00	\$99.00	\$102.00	\$28.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on June 14, 2021, shall remain in full force and effect.

Contractor Initials: *ES*
Date: *12/20/21*

GFS BUILDING MAINTENANCE INC.

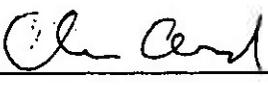
By: 

Lisa Bourbeau
(Print Name)

Title: President

Date: 12/20/2021

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 12-23-21

Contractor Initials:



Date: 12/20/2021

Certificate of Vote

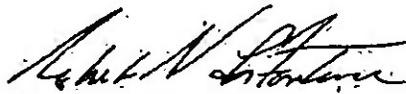
I, Robert N. LaFontaine, do hereby certify that:

1. I am a duly elected Director of GFS Building Maintenance, Inc.
2. The following is a true copy of the two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on December 20, 2021.

Resolved: That this Corporation shall enter into a contract with the State of New Hampshire, to provide cleaning services at the Rochester Circuit Courthouse, Rockingham County Courthouse, Portsmouth Circuit Courthouse, Hillsborough County North Courthouse, Carroll County Courthouse, and Jaffrey-Peterborough Circuit Courthouse.

Resolved: That Lisa Bourbeau, President, is hereby authorized on behalf of the Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 20th day of December 2021.



Robert N. LaFontaine
Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2021

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).

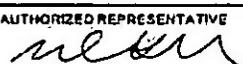
PRODUCER Five County Insurance Agency Inc 14120 Metropolis Ave Fort Myers FL 33912	CONTACT NAME: Certificate Department	
	PHONE (A/C No. Ext): 239-939-1400	FAX (A/C. No.): 239-939-3813
E-MAIL ADDRESS: certs@fivecountyinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hartford Fire Insurance		19682
INSURER B: Twin City Fire Insurance		29459
INSURER C: Hartford Casualty Insurance		29424
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1801941256 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		21UUNTS1411	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		21UUNTS1411	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED RETENTION \$		21XHUTS1128	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	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	N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Notice of Cancellation is given in accordance with the policy provisions.

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE BUREAU OF PURCHASE & PROPERTY ADMIN SERVICES 25 CAPITAL ST ROOM 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 
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2021

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 PrimeGroup Insurance Services, Inc. 5215 W. Laurel St. Suite 100 Tampa FL 33607	CONTACT NAME: Jessica Morneau! PHONE (A/C, No, Ext): (844) 631-4901 E-MAIL ADDRESS: jmorneau@primegroupins.com	FAX (A/C, No): (813) 885-4311
	INSURER(S) AFFORDING COVERAGE	
INSURED: GFS Building Maintenance Inc 51 Harvey Rd Unit D Londonderry NH 03053-7414	INSURER A: Twin City Fire Insurance Company NAIC # 29459	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

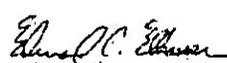
COVERAGES: CERTIFICATE NUMBER: 21-22 WC COI REVISION NUMBER:

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 INFO	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	N/A	21WEGAG9098	11/30/2021	11/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

CERTIFICATE HOLDER STATE OF NEW HAMPSHIRE, BUREAU OF PURCHASE & PROPERTY ADMIN SERVICES 25 CAPITAL ST ROOM 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 

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(/online/Home/)  Back to Home (/online)

One Click Certificate of Good Standing



Search Business

Business Information

Payment

Done

Business Details

Business Name: GFS BUILDING MAINTENANCE, IN
C.

Business ID: 172982

Business Type: Domestic Profit Corporation

Business Status: Good Standing

Business Creation Date: 09/20/1990

Name in State of
Incorporation: Not Available

Date of Formation in
Jurisdiction: 09/20/1990

Principal Office Address: 51 Harvey Road Unit D, Londonderry, NH, 03053, USA

Mailing Address: 51 Harvey Road Unit D, Londonderry, NH, 03053, USA

Citizenship / State of
Incorporation: Domestic/New Hampshire

Last Annual Report
Year: 2021

Next Report Year: 2022

Duration: Perpetual

Business Email: lbourbeau@gfsservices.com

Phone #: NONE

Notification Email: lbourbeau@gfsservices.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 14, 2021

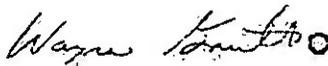
CONTRACT FOR: Janitorial Services

CONTRACT #: 8002881

COMMODITY/NIGP CODE: 910*

CONTRACTOR: GFS Building Maintenance, Inc. VENDOR CODE #: 156884

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.go
v, c=US
Date: 2021.09.14 10:29:03 -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: 2021.09.17 09:55:21 -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.go
v, c=US
Date: 2021.09.17 12:13:41 -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

9-17-21

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN GFS BUILDING MAINTENANCE INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL CLEANING SERVICES
CONTRACT # 8002681**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 9/15/21 day of September, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and GFS Building Maintenance Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective September 20, 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 herein; and

WHEREAS, pursuant to Section 12 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:

- Delete in its entirety Form Number P-37, Item 1.3 Price Limitation and substitute the following:
\$ 12,540,000.00
- Amend Exhibit B Payment & Pricing; add the following payment terms for the period September 20, 2021 through June 30, 2024:

Location	Section A Daily Rate			SECTION C Emergency Cleaning
	September 2021 - August 2022	September 2022 - August 2023	September 2023 - June 2024	Emergency Rate (hourly rate)
Agency - Department of Corrections Field Services				
All DOC locations are have one (1) cleanings per week (1 day/week x 52 = 52 cleanings per year)				
DOC - Lowell	\$42.00	\$44.00	\$46.00	\$75.00
DOC - Green	\$18.00	\$18.00	\$20.00	\$25.00
Agency - DOS - State Police				
NHSP Locations to have five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)				
State Police Troop C	\$42.00	\$44.00	\$46.00	\$75.00

- All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on June 14, 2021, shall remain in full force and effect.

GFS BUILDING MAINTENANCE INC.

By: [Signature]

Les B Southwell
(Print name)

Title: PRESIDENT

Date: 9/13/2021

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arington
(Print name)

Title: Commissioner
Department of Administrative Services

Date: 9-17-21

Control of this
Date: [Signature]

Certificate of Vote

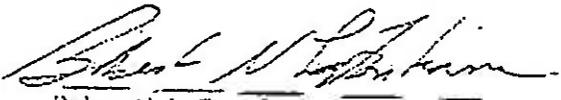
I, Robert N. LaFontaine, do hereby certify that:

1. I am a duly elected Director of GFS Building Maintenance, Inc.
2. The following is a true copy of the two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on September 13, 2021.

Resolved: That this Corporation shall enter into a contract with the State of New Hampshire, to provide cleaning services at the Newport DOC, the Keene DOC and the NHSP Troop C, Keene NH.

Resolved: That Lisa Bourbeau, President, is hereby authorized on behalf of the Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13th day of September 2021.


Robert N. LaFontaine
Director



CERTIFICATE OF LIABILITY INSURANCE.

DATE (MM/DD/YYYY)
9/14/2021

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 Five County Insurance Agency Inc 14120 Metropolis Ave Fort Myers FL 33912	CONTACT NAME: Certificate Department
	PHONE (A/C, No, Ext): 239-939-1400 FAX (A/C, No): 239-939-3813 E-MAIL ADDRESS: cerns@fivecountyinsurance.com
INSURED GFS Building Maintenance Inc 51 Harvey Rd., Unit C, Londonderry, NH 03053	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hartford Fire Insurance NAIC # 18682
	INSURER B: Twin City Fire Insurance 29459
	INSURER C: Hartford Casualty Insurance 29424
	INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 796562405 **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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			21UUNTS1411	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRSD AUTOS ONLY			21UUNTS1411	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS			21XHUTS1128	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Notice of Cancellation is given in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE & PROPERTY
ADMIN SERVICES
25 CAPITAL ST ROOM 102
CONCORD NH 03301

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2021

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).

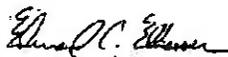
PRODUCER PrimeGroup Insurance Services, Inc. 5215 W. Laurel St. Suite 100 Tampa FL 33607		CONTACT NAME: Jessica Morneau -> 561-253-3248 PHONE (A.C. No. Exp): (844) 631-4301 FAX (A.C. No.): (813) 885-4311 E-MAIL ADDRESS: jmi@primegroupins.com	
INSURED Gfs Building Maintenance Inc. Of Nh 51 Harvey Rd Unit D Londonderry, NH 03053-7414		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company of the Midwest NAIC # 37478 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES: CERTIFICATE NUMBER: CL2152525217 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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21WEGAG9099	11/30/2020	11/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire Bureau of Purchase & Property Admin Services 25 Capital St. Room 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 
--	---

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Premium discount	POIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$181.00
	Premium discount	POIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$212.00
	Increased employer's liability	INEL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$4.00
	Increased employer's liability	INEL		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$85.00
	Expense constant	EXCNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$156.00
	Schedule rate adjustment	SRA		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$985.00
	Adjst. to reconcile-exp mod. premium	AREM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$157.00
	Adjst. to reconcile-exp mod. premium	AREM		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$203.00
	Schedule rate adjustment	SRA		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$1,155.00
	Premium discount	POIS		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				-\$4.00
	Assessment Fund	ASMNT		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
				Premium
				\$6.00

ADDITIONAL COVERAGES

Ref #	Description Expense constant	Coverage Code EXCNT	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	\$182.00
Ref #	Description Increased employer's liability.	Coverage Code INEL	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	\$74.00
Ref #	Description Adjst. to reconcile-exp mod, premium	Coverage Code AREM	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	-\$6.00
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	
Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			Premium	

OFADTLCV

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Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Janitorial Cleaning Services	Agency:	Multiple
Bid #	2500-22	Requisition: #	N/A
Agent Name	Wayne Goulet	Bid Closing:	09/10/21 10:00AM

Vendor	DOC-Newport	DOC-Keene	DOS-State Police Troop C
GFS Building Maintenance, Inc.	\$6,864.00	\$7,488.00	\$34,320.00
Fowler's Cleaning Services	\$101,612.16	\$75,104.64	\$530,150.40

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: June 9, 2021

CONTRACT FOR: Janitorial Cleaning

CONTRACT #: 8002881

COMMODITY/NIGP CODE: 910*

CONTRACTOR: GFS Building Maintenance, Inc VENDOR CODE #: 156884

SUBMITTED FOR ACCEPTANCE BY:



cn=Jeffrey A Haley, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Jeffrey.A.Haley@das.nh.gov,
c=US
2021.06.09 14:19:50 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

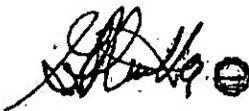
RECOMMENDED FOR ACCEPTANCE BY:



cn=Paul A Rhodes, o=Div of
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Paul.A.Rhodes@das.nh.gov,
c=US
2021.06.11 09:47:42 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

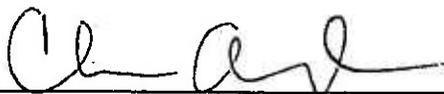
APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,
o=Department of Administrative
Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov,
v, c=US
Date: 2021.06.11 09:55:51 -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 6-14-21

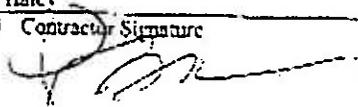
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capital Street, Room 102 Concord, NH 03301	
1.3 Contractor Name GFS Building Maintenance, Inc. VC#156884		1.4 Contractor Address 20 Haine Street, Concord, NH 03102	
1.5 Contractor Phone Number 603-668-6612	1.6 Account Number Various	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$2,500,000.00
1.9 Contracting Officer for State Agency Jeff Hales		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 6/9/2021		1.12 Name and Title of Contractor Signatory Lisa Bourbeau, President	
1.13 State Agency Signature  Date: 6-14-21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 6/9/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials
Date

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials TE
Date 8/9/2011

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

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Date 5/7/22

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

GFS Building Maintenance, Inc. (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 Cleaning Services in accordance with the bid submission in response to State Request for Bid #2419-21 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2419-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2419-21."

3. TERM OF CONTRACT

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

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

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

4. SCOPE OF WORK

PER OCCURRENCE SERVICES:

Janitorial cleaning services not listed in the specifications or the Exhibit C as part of this contract are to be quoted per occurrence with the Contractor. Utilizing agency shall issue a detailed Scope of Work including specifications of each individual project. Work may begin only upon the written approval of the utilizing agency. In the best interest of the State of New Hampshire agencies may seek quotes from alternative Contractors to determine the lowest cost of Per Occurrence Services.

SCOPE OF SERVICES:

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 Attachment B, Locations and Requirements. The Contractor may schedule work during other work lines, 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.

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 <https://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 Contract Supervisor shall solve technical problems and prepare work schedules in compliance with Contract requirements. The Contract 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

Contractor Initials JS
Date 5/9/22

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 desks, 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.

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 provide 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 activate 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

Contractor Initials:
Date:

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.

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 tampico 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, 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.

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, lint, 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.

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:

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 grime.

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.

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.

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 cleaning services strictly pursuant to, and in conformity with, the specifications described in State RFB #2419-21, as described herein, and under the terms of this Contract.

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

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

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

<http://dot.nh.gov/purchasing/ContractorRegistration/ContractorRegistration.aspx>

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to

building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

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

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

8. INSURANCE

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

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide janitorial cleaning services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$2,500,000.00; 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	Section A			SECTION C Emergency Cleaning Emergency Rate (hourly rate)
	Daily Rate			
	July 2021 - June 2022	July 2022 - June 2023	July 2023 - June 2024	
Agency - New Hampshire Employment Security All NHES Locations are have three (3) cleanings per week (3 days/week x 52 = 156 cleanings per year)				
NHES Laconia Service at location begins	\$38.00	\$40.00	\$42.00	\$25.00
NHES Claremont	\$36.00	\$38.00	\$40.00	\$25.00
NHES Conway	\$44.00	\$46.00	\$48.00	\$25.00
NHES Somersworth	\$42.00	\$44.00	\$46.00	\$25.00
NHES Littleton	\$42.00	\$44.00	\$46.00	\$25.00
NHES Keene	\$32.00	\$34.00	\$36.00	\$25.00
Agency - Court Facilities All Court Facility Locations are have five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)				
Hampden Circuit Courthouse	\$38.00	\$40.00	\$42.00	\$25.00
Candia Courthouse	\$60.00	\$62.00	\$64.00	\$25.00
Cheshire County Superior Courthouse	\$124.00	\$126.00	\$128.00	\$25.00
Dover Circuit Courthouse	\$88.00	\$90.00	\$92.00	\$25.00
Coos County Superior Courthouse	\$190.00	\$192.00	\$194.00	\$25.00
Agency - DOS - Division of Fire Standards, Bethlehem NH One (1) cleaning per week (1 days/week x 52 = 52 cleanings per year)				
Division of Fire Standards & Training Service at location begins	\$52.00	\$56.00	\$60.00	\$25.00

Contractor Initials
Date

Agency - DOS - State Police				
All NHSP Locations are have five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year) EXCEPT FOR				
Troop B & Windham Weigh Stations require three (3) cleanings per week (3 days/week x 52 = 126 cleanings per year)				
State Police Troop D - Section 1 & MCU Section 2	\$38.00	\$40.00	\$42.00	\$25.00
State Police Troop F	\$36.00	\$38.00	\$40.00	\$25.00
DOS Complex 1 Belmont Safety Services Building	\$36.00	\$38.00	\$40.00	\$25.00
Agency - DOS - DMV				
All DMV are have five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year) EXCEPT FOR				
Gorham requires three (3) cleanings per week (3 days/week x 52 = 126 cleanings per year)				
Milford requires two (2) cleanings per week four (4) months of the year and five (5) cleanings per week for four (4) months (2 days/week x 16 = 32 cleanings plus 5 days/week x 16 = 52 cleanings for a total of 96)				
DMV/DOT/EZ Pass Building	\$32.00	\$34.00	\$36.00	\$25.00
DMV Milford	\$30.00	\$32.00	\$34.00	\$25.00
DMV Salem	\$32.00	\$34.00	\$36.00	\$25.00
DMV Tamworth	\$20.00	\$22.00	\$24.00	\$25.00
DMV Newport	\$30.00	\$32.00	\$34.00	\$25.00
Agency - Department of Military Affairs and Veterans Services				
All locations require five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)				
Joint Force Headquarters Building	\$160.00	\$164.00	\$168.00	\$25.00
Civil Support Team	\$60.00	\$64.00	\$68.00	\$25.00
Agency - Department of Corrections Field Services				
All DOC Locations are have one (1) cleanings per week (1 days/week x 52 = 52 cleanings per year)				
DOC - Exeter	\$32.00	\$34.00	\$36.00	\$25.00
Agency - General Services				
All General Services Locations are have five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)				
Graphic Services/Food Surplus	\$30.00	\$32.00	\$34.00	\$25.00
Health & Human Services (Hazen Drive)	\$670.00	\$690.00	\$710.00	\$25.00
Agency - Department of Transportation				
DOT District 3 Requires two (2) cleanings per week (2 days/week x 52 = 104 cleanings per year)				
	\$40.00	\$42.00	\$44.00	\$25.00
Agency - Department of Natural and Cultural Resources				
Requires two (2) cleanings per week (2 days/week x 52 = 104 cleanings per year)				
DNCR Lancaster	\$60.00	\$62.00	\$64.00	\$25.00
Agency - Department of Education				
Both locations require three (3) cleanings per week (3 days/week x 52 = 156 cleanings per year)				

Contractor Initials *[Signature]*
Date 5/7/2008

Vocational Rehabilitation - Keene	\$30.00	\$32.00	\$34.00	\$25.00
Agency - DOS - Division of Emergency Services				
Requires three (3) cleanings per week (3 days/week x 52 = 156 cleanings per year)				
Division of Emergency Services/ E 911	\$60.00	\$62.00	\$64.00	\$25.00
Agency - Services to Persons With Disabilities				
Requires three (3) cleanings per week (3 days/week x 52 = 156 cleanings per year)				
Services to Persons With Disabilities	\$36.00	\$38.00	\$40.00	\$25.00

3. 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.

4. 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 JS
Date 12/17/2021

Certificate of Vote

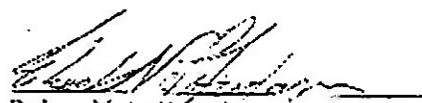
I, Robert N. LaFontaine, do hereby certify that:

1. I am a duly elected Director of GFS Building Maintenance, Inc.
2. The following is a true copy of the two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on May 27, 2021.

Resolved: That this Corporation shall enter into a contract with the State of New Hampshire, Department of Administrative Services, Bureau of Purchase and Property, to provide janitor service at multiple sites identified on Exhibit C of GFS P37: NHES; Laconia, Conway, Somersworth, Littleton, Keene; Court Facilities: Hampton, Candia, Cheshire, Dover, Coos; DOS Division of Fire Standards; DOS State Police Troop D, Troop E, Belmont Safety Building; DOS DMV: DMV/DOT/EZ Pass, Milford, Salem, Tamworth; Dept of Military Affairs Civil Support Team; DOC Exeter; General Services; Graphic Services, Health & Human Services; Department of Transportation District 3; DNCR Lancaster; Vocational Rehab Keene; DOS Emergency Services 911; Services to Persons with Disabilities.

Resolved: That Lisa Bourbeau, President, is hereby authorized on behalf of the Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27th day of May 2021.


Robert N. LaFontaine
Director

[\(online/Home\)](#)  [Back to Home \(online\)](#)

Business Information

Business Details

Business Name: GFS BUILDING MAINTENANCE, INC.

Business ID: 172982

Business Type: Domestic Profit Corporation

Business Status: Good Standing

Business Creation Date: 09/20/1990

Name in State of Incorporation: Not Available

Date of Formation in Jurisdiction: 09/20/1990

Principal Office Address: 51 Harvey Road Unit D, Londonderry, NH, 03053, USA

Mailing Address: 51 Harvey Road Unit D, Londonderry, NH, 03053, USA

Citizenship / State of Incorporation: Domestic/New Hampshire

Last Annual Report Year: 2021

Next Report Year: 2022

Duration: Perpetual

Business Email: lbourbeau@gfsservices.com

Phone #: NONE

Notification Email: lbourbeau@gfsservices.com

Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / CLEANING CONTRACTOR	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2021

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

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

PRODUCER PrimeGroup Insurance Services, Inc. 5215 W. Laurel St. Suite 100 Tampa FL 33607	CONTACT NAME: Jessica Morneau -> 561-253-3248 PHONE (A/C, No, Ext): (844) 631-4901 FAX (A/C, No): (813) 885-4311 E-MAIL ADDRESS: jml@primegroupins.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company of the Midwest INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Gfs Building Maintenance Inc Of Nh 51 Harvey Rd Unit D Londonderry NH 03053-7414	

COVERAGES

CERTIFICATE NUMBER: CL2152525217

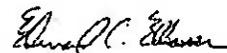
REVISION NUMBER:

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	ADJ INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE/ RENTED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	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	N/A	21WEGAG9098	11/30/2020	11/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, Bureau of Purchase & Property - Admin Services 25 Capital St., Room 102 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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