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State of New Hampshire

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

152

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

January 31, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** amendment to an existing contract (Contract #8002896) with Awesome Service Affordable Pricing Landscaping & Design LLC (VC#228701), Bow, NH, for snow plowing services, to add one location to the contract, and increase the price limitation by $42,000 from $213,731 to an amount up to and not to exceed $255,731 effective upon approval by the Governor and Executive Council through July 31, 2024. The original contract (Contract #8002896) was approved by the Commissioner, Department of Administrative Services, on July 1, 2021.

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

This requested contract amendment is **Retroactive** due to snow fall which required service prior to amendment approval. As previously stated, the original contract (Contract #8002896) was approved by the Commissioner, Department of Administrative Services, on July 1, 2021. It was then subsequently amended with the Department of Administrative Services Commissioner approval on October 25, 2021, and on January 3, 2022.

The Department of Administrative Services, through the Bureau of Purchase and Property issued request for bid (RFB) 2806-24 on August 25, 2023, with responses due on September 13, 2023. RFB 2806-24 was issued for multiple statewide locations to provide snow removal services. This bid reached one-hundred thirty-nine vendors through NIGP, with twelve additional vendors sourced directly. Nineteen vendors responded; Seventeen bids were compliant.

The incumbent contractor, Katahdin Property Services LLC (Contract #8002916), provided the low-cost compliant response for the solicited location, Pembroke Edward Cross Training Center (ECTC). However, due to staffing shortages upon review, the incumbent vendor was unable to meet the bid requirements to adequately service the ECTC site. Awesome Service Affordable Pricing Landscaping & Design LLC provided the next lowest cost compliant response for the ECTC site. This RFB is intended to result in multi-awarded contracts.

The current contract (Contract #8002896) reflects a price limitation of $213,731 to provide snow removal services at multiple agency locations. Awarding the Pembroke ECTC sites from RFB 2806-24, with this requested amendment, would increase the current price limitation by $42,000. The new requested price limitation would be $255,731.

Contract financials	
Current contract price limitation	$213,731
Price limitation increase	$42,000
New contract price limitation	$255,731

Based on the foregoing, I am respectfully recommending **Retroactive** approval of the contract amendment with Awesome Service Affordable Pricing Landscaping & Design LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Snow Plowing Services	Agency	Statewide
RFB#	2806-24	Requisition#	N/A
Agent Name	C. Ryan Fuller	Bid Closing	September 13, 2023 @ 9:00AM

Location	Awesome Service Affordable Pricing Landscaping & Design LLC	CK Landmark Construction	Amoskeag Maintenance	Over the Top Paving	ACR Construction	Granite State Stonescapes	Katahdin Property Services
	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount
Pembroke Edward Cross Training Center (ECTC)	$ 42,000.00	$ 45,000.00	$ 49,900.00	$ 50,000.00	$ 78,950.00	$ 126,000.00	Non Compliant

Indicates Bid Award

Estimated annual spend	$42,000.00
Current price limitation	$213,731.00
Recommended price limitation	$255,731.00
Cost increase %	**19.65%**

Recommendation Summary	
Statewide Contract or Amendment	Amendment
Term of Contract	One (1) Year
Recommended Price Limitation	$255,731.00
Number of Solicitations Received	19
Number of Sourced bidders	12
Number of NIGP Vendors Sourced	139
Number of non-responsive bidders	132
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	ACH

Special Notes: RFB 2806-24 was issued by the Department of Administrative Services through the Bureau of Purchase and Property for multi-agency snow plowing services statewide, with contract award intended to be multi-award. RFB 2806-24 was issued on August 25, 2023, and closed September 13, 2023, at 9:00AM. One-hundred thirty-nine (139) vendors were sourced through NIGP codes, with twelve (12) vendors being sourced directly. Nineteen (19) vendors responded with seventeen (17) vendors submitting compliant responses. The incumbent vendor was the low-cost bid for the Pembroke Edward Cross Training Center (ECTC) site. Due to staffing shortages, the incumbent was unable to meet the bid requirements for coverage at this site. Awesome Service Affordable Pricing Landscaping & Design LLC was the next lowest bid for the Pembroke Edward Cross Training Center (ECTC) at $42,000.00. Recommend amending current Awesome Service Affordable Landscaping & Design LLC contract (8002896) to add this location for this snow plowing season.

THIRD AMENDMENT TO THE CONTRACT
BETWEEN AWESOME SERVICE AFFORDABLE PRICING LANDSCAPING & DESIGN LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SNOW PLOWING SERVICES
CONTRACT # 8002896

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 20 day of November, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Awesome Service Affordable Pricing Landscaping & Design LLC (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the First Amendment on October 25, 2021, amended by the Second Amendment on January 3, 2021, and set to expire on July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain snow plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

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

   1.8 $255,731.00

2. Amend Exhibit B, Scope of Services; add the following Site Specific Requirements:

   Pembroke Edward Cross Training Center (ECTC)

   - The State of New Hampshire National Guard locations are first responders in a declared emergency. As such plowing is a priority at these facilities. These facilities are in operation 24 - 7. Normal business hours are Monday through Sunday, 6AM to 4:30PM. All areas are to be plowed and treated by 6:30AM. Vendor will be required to return during all winter events to ensure travel lanes, parking lots, sidewalks, and all entrances and exits are cleared from ice and snow. Vendor shall ensure that all motor pool gates are clear of snow and ice, both inside and outside of the motor pool. Vendor will sign for motor pool keys as required. If lock is iced over, Vendor will thaw lock with approved deicer or deicing method. Vendor will be required to unlock and lock motor pool gates as required. Vendor will take all necessary steps to ensure lock does not ice back over. Vendor may be required to return after vehicles have been moved. Vendor is responsible for all damages that occur from plowing during clean-up. Plowing to include newly built parking lot and sidewalks; parking lot is 37,192 sqft and is asphalt, sidewalks are 5,154 sqft and are concrete.

Contractor Initials: AO
Date: 11/20/23

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

Location Name	Address to be Removed	Fiscal Year 2024 Plowing Season
Pembroke Edward Cross Training Complex (ECTC)	722 Riverwood Drive, Pembroke, NH	$42,000.00 – Annual $7,000.00 – Monthly
	Total Increase Amount	$ 42,000.00

Contract financials	
Previous Total Price Limitation	$213,731.00
Apply Contract Increase This Amendment	$42,000.00
New Total Price Limitation	$255,731.00

4. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on July 1, 2021, shall remain in full force and effect.

Contractor Initials: ____
Date: ____
11/20/23

AWESOME SERVICE AFFORDABLE PRICING LANDSCAPING & DESIGN LLC

By: Tracy Westrup

Tracy Westrup
(Print Name)

Title: CEO

Date: 11/20/23

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 12-6-23

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar

Duncan A. Edgar
(Print Name)

Title: Attorney

Date: December 29, 2023

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

_____, _____.

Signed: _____

_____
(Print Name)

Title: _____

Contractor Initials: 11/20/23

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 AWESOME SERVICE AFFORDABLE PRICING LANDSCAPING & DESIGN LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 10, 2008. 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: **602119**
Certificate Number: **0006332329**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of October A.D. 2023.

David M. Scanlan
Secretary of State

Certificate of Authority # 5

(Sole Proprietor)

Sole Proprietor Certification of Authority

I, Tracy Westfall, **hereby certify** that I am the Sole Proprietor
(Name)
of Awesome Service Company which is a tradename registered with the Secretary of State
(Name of Business)

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

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

DATED: 11/20/23

ATTEST: CEO
(Name & Title)

AWESSER-01 NHARDIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/26/2023

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
Bernier Insurance Inc.
32 Wakefield St
Rochester, NH 03867

CONTACT NAME: Nichole Coombs
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: ncoombs@bernierins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Group	36064
INSURER B : Benchmark Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Awesome Service Affordable Pricing Landscaping & Design LLC
8 Ogden Drive
Bow, NH 03304

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			Z2VH811308	10/25/2023	10/25/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Included
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			AWVH801466	10/25/2023	10/25/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB OCCUR			UHVH811713	10/25/2023	10/25/2024	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N / A		BRX10312702	4/15/2023	4/15/2024	E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Landscape Gardening (includes Pesticide or Herbicide Applicators Coverage); Snow & Ice Removal - Commercial Parking Lot & Driveway Only (Not Street or Road Work)

CERTIFICATE HOLDER

State of New Hampshire
Bureau of Purchasing & Property
25 Capitol Street, 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
Nichole Coombs

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

DATE: December 30, 2021

CONTRACT FOR: Snow Plow Service Contract

CONTRACT #: 8002896

COMMODITY/NIGP CODE: 968-72

CONTRACTOR: ASAP Landscape & Design **VENDOR CODE #:** 228701

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Ryan M Godin, o=Div of Procurement Support Services, ou=Bureau of Purchase & Property, email=Ryan.M.Godin1@das.nh.gov, c=US
Date: 2021.12.30 13:27:06 -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: 2021.12.30 15:51:51 -05'00'

PURCHASING MANAGER/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 1-3-22

SECOND AMENDMENT TO THE CONTRACT
BETWEEN ASAP LANDSCAPE & DESIGN
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SNOW PLOWING SERVICES
CONTRACT # 8002896

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 30 day of December 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ASAP LANDSCAPE & DESIGN (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 2021, amended by the First Amendment on October 25, 2021, and set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain snow plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

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

   1.8 $213.731.00

2. Amend Exhibit B Scope of Services; change the following requirements:

Facility Address	Town	Agency Contact	Location Contact	Location Requirements
Medical and Surgical (Dept. of Revenue) 109 Pleasant Street	Concord	Martin Schmitt O:(603) 271-7792 C: (603)235-4645 martin.j.schmitt@das.nh.gov	Martin Schmitt O:(603) 271-7792 C: (603)235-4645 martin.j.schmitt@das.nh.gov	All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F And by 9am on weekends and holidays unless otherwise specified. There are 3 parking lots and one loading dock that are included with this building. During business hours storms the Vendor shall provide snowplowing service as needed to ensure that no more than two inches have accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or

Contractor Initials:
Date: 12/30/21

				salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed. If under 2 inches of snow has accumulated Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of snow and ice hazards by 7am. There is no minimum amount of ice before all parking spaces and travel lanes should be treated. No pushing snow against the building. The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement. If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow in the roadway that their plow trucks have left, in parking spaces and roadways. Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the

Contractor Initials: ____
Date: 12/30/21

				exception that there is a car parked in them. Snow piling in travel lanes is prohibited. Snow piling in parking spaces is not to exceed 5 percent of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than 5 % of parking lot Vendor may be asked to remove the snow off site. The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available. Plowing snow onto walkways is prohibited, Vendor is responsible for removal of any snow plowed onto sidewalks. Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants. Vendor may be called in for ice or snow removal at any time and in-between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.

Contractor Initials: RO
Date: 12/30/21

				For spring cleanup, the Vendor shall be responsible for repair of any damages Primary business hours are 7 am to 5 pm Monday thru Friday Bid#: 2562-22

3. Amend Exhibit C Payment & Pricing; change the following payment terms for the period August 1, 2021 through July 31, 2024:

Location to be serviced	Town/City	August 2021 - July 2022	August 2022 - July 2023	August 2023 - July 2024	Total
Medical and Surgical (Dept. of Revenue) Additional Parking Lot 109 Pleasant Street	Concord	$7,250	$8,700.00	$8,700.00	**$24,650.00**

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

Contractor Initials: GKD
Date: 12/30/3

ASAP LANDSCAPE & DESIGN

By: Tracy Westcott

(Print Name)

Title: CEO

Date: 12/30/21

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 1-3-21

Contractor Initials: _____
Date: 12/30/21

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AWESOME SERVICE AFFORDABLE PRICING LANDSCAPING & DESIGN LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 10, 2008. 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: 662119

Certificate Number: 0005355941

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2021.

William M. Gardner
Secretary of State

Certificate of Authority

Be it known on the 30th day of December 2021 the members of ASAP Landscape & Design llc met in Bow NH. It was agreed that Tracy Westcott of Bow NH will be the authorized party to sign all contracts on behalf of the company with the State of New Hampshire in regards to snow plowing/ Removal services at various owned properties within the State of New Hampshire.

	CEO	12-30-21
Tracy Westcott	Title	Date

County: Merrimack State: NH

AWESSER-01 SNEGM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2021

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
Bernier Insurance Inc.
32 Wakefield St
Rochester, NH 03867

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 335-2345 FAX (A/C, No): (603) 994-4663
E-MAIL ADDRESS: info@bernierins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Group	36064
INSURER B : Benchmark Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Awesome Service Affordable Pricing Landscape & Design, LLC
8 Ogden Drive
Bow, NH 03304

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			Z2VH811308	10/25/2021	10/25/2022	EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 Included
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			AWVH801466	10/25/2021	10/25/2022	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UHVH811713	10/25/2021	10/25/2022	EACH OCCURRENCE $ AGGREGATE $ $	2,000,000 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y N/A If yes, describe under DESCRIPTION OF OPERATIONS below			BRX10312700	4/15/2021	4/15/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $	100,000 100,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Landscape Gardening (includes Pesticide or Herbicide Applicators Coverage); Snow & Ice Removal - Commercial Parking Lot & Driveway Only (Not Street or Road Work)

CERTIFICATE HOLDER

State of New Hampshire
Bureau of Purchasing & Property
25 Capitol Street, 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
Jane R. Negr

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

DATE: October 22, 2021

CONTRACT FOR: Snow Plow Service Contract

CONTRACT #: 8002896

COMMODITY/NIGP CODE: 968-72

CONTRACTOR: ASAP Landscape & Design **VENDOR CODE #:** 228701

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Ryan M Godin, o=Div of Procurement Support Services, ou=Bureau of Purchase & Property, email=Ryan.M.Godin1@das.nh.gov, c=US
Date: 2021.10.22 15:47:17 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Paul A Rhodes, o=Div Procurement Support Services, ou=Bureau of Purchase and Property, email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2021.10.22 16:27:17 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Dept of Administrative Services, ou=Div of Procurement Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2021.10.26 08:13:21 -04'00'

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

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10-25-21

FIRST AMENDMENT TO THE CONTRACT
BETWEEN ASAP LANDSCAPE & DESIGN
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SNOW PLOWING SERVICES
CONTRACT # 8002896

This First Amendment (hereinafter referred to as the "Amendment"), dated this 22 day of October 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ASAP LANDSCAPE & DESIGN (hereinafter referred to as "the Contractor") for Snow Plowing Services.

WHEREAS, pursuant to an agreement effective August 1, 2021 set to expire July 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain snow plowing services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

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

   1.8 $206,181.00

2. Amend Exhibit B Scope of Services; add the following requirements:

Facility Address	Town	Agency Contact	Location Contact	Special Requirements
Derry Circuit Court 10 Courthouse Lane	Derry	Sarah Lineberry (603) 271-3936 Sarah.lineberry@das.nh.gov	Manny Osorio (603) 419-0538 manuel.londono-osorio@nh.gov	Vendor shall commence snow plow operations no later than 6 am Monday - Friday to ensure the following: all parking spaces and travel lanes are plowed and useable prior to 6:30 am and that all walkways and employee access areas are shoveled and useable prior to 6:30 am. Vendor shall not plow snow up against the dumpster. Vendor shall not plow up against the shed. During the **primary business hours** of the facility, 7 am - 4:30 pm, Monday - Friday, Vendor shall provide: snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be

Contractor Initials: [illegible]
Date: 10/21/21

				applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours. Vendor shall provide snow removal services as follows: Snow piling in parking spaces, *if necessary* during a storm, shall be permitted as follows: up to three (3) parking spaces may be used for piling. Once the three designated spaces are full of snow, the snow must be removed within 24 hours. Snow removal times shall be after 7 pm Monday - Friday, or between 8 am - 5 pm Saturday and Sunday. Vendor shall coordinate with State to determine which areas may be utilized for temporary snow storage during this time. No use of state equipment. No storing of Vendor equipment on state property.

3. Amend Exhibit C Payment & Pricing; add the following payment terms for the period August 1, 2021 through July 31, 2024:

Location to be serviced	Town/City	August 2021 - July 2022	August 2022 - July 2023	August 2023 - July 2024	Total
10 Courthouse Lane	Derry	$12,500	$12,500	$12,500	$37,500

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 1, 2021, shall remain in full force and effect.

Contractor Initials: _____
Date: _____

ASAP LANDSCAPE & DESIGN

By: Tracy Westcott

Tracy Westcott
(Print Name)

Title: CEO

Date: 10/22/21

STATE OF NEW HAMPSHIRE

By: [signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 10-25-21

Contractor Initials: CW
Date: 10/22/21

Certificate of Authority

Be it known on the 22 day of October 2021 the members of ASAP Landscape & Design llc met in Bow NH. It was agreed that Tracy Westcott of Bow NH will be the authorized party to sign all contracts on behalf of the company with the State of New Hampshire in regards to snow plowing/ Removal services at various owned properties within the State of New Hampshire.

10-22-21

Donald Westcott Date

10-22-21

Tracy Westcott Date

County: Merrimack State: NH

AWESSER-01 SNEGM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/16/2021

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

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

PRODUCER
Bernier Insurance Inc.
32 Wakefield St
Rochester, NH 03867

CONTACT NAME
PHONE (A/C, No, Ext): (603) 335-2345 FAX (A/C, No): (603) 994-4663
E-MAIL ADDRESS: info@bernierins.com

INSURER(S) AFFORDING COVERAGE | NAIC #
INSURER A: NGM Insurance Company | 14788
INSURER B: Benchmark Insurance Company
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Awesome Service Affordable Pricing Landscape & Design, LLC
6 Ogden Drive
Bow, NH 03304

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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY				
	CLAIMS-MADE X OCCUR	MPP1214K	10/25/2020	10/25/2021	EACH OCCURRENCE $ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) $ 500,000
					MED EXP (Any one person) $ 10,000
					PERSONAL & ADV INJURY $ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE $ 2,000,000
	X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG $ 2,000,000
A	AUTOMOBILE LIABILITY				
	X ANY AUTO	B1P1214K	11/13/2020	11/13/2021	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000
	X OWNED AUTOS ONLY X HIRED AUTOS ONLY				BODILY INJURY (Per person) $
	X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) $
					PROPERTY DAMAGE (Per accident) $
A	X UMBRELLA LIAB X OCCUR				EACH OCCURRENCE $ 2,000,000
	EXCESS LIAB CLAIMS-MADE	CUJ2386B	3/22/2021	11/13/2021	AGGREGATE $ 2,000,000
	X DED RETENTION $ 10,000				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	BRX10312700	4/15/2021	4/15/2022	E.L. EACH ACCIDENT $ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE $ 100,000
					E.L. DISEASE - POLICY LIMIT $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Lawn Care, Landscaping, Pesticide or Herbicide Applications, Drainage, Snow & Ice Removal - Commercial Parking Lot & Driveway Only (Not Street or Road Work)

CERTIFICATE HOLDER

State of New Hampshire
Bureau of Purchasing & Property
25 Capitol Street, 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
Diane R. Negro

ACORD 25 (2016/03)

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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 AWESOME SERVICE AFFORDABLE PRICING LANDSCAPING & DESIGN LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 10, 2008. 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: 602119

Certificate Number: 0005355941

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2021.

William M. Gardner
Secretary of State

Bid Description	Snow Plowing Services	Agency:	Court Facilities
Bid #	2527-22	Requisition: #	N/A
Agent Name	Ryan Godin	Bid Closing:	10/18/2021 at 10:00 AM

Quantity	UOM	Product Description	ASAP	Piedmont Excavation & Septic, LLC.
1	EA	Derry District Court	$ 46,500.00	$ -
1	EA	Manchester Circuit Court	$ 43,500.00	$ 28,300.00
		TOTAL	$ 90,000.00	$ 28,300.00

No Bid
Green Products

Non-Compliant
Vendor & reason

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

DATE: July 1, 2021

CONTRACT FOR: Snow Plowing Services

CONTRACT #: TBD - will assign when system comes back up 8002896

COMMODITY/NIGP CODE: 968-7200

CONTRACTOR: ASAP LANDSCAPE & DESIGN **VENDOR CODE #:** 228701

SUBMITTED FOR ACCEPTANCE BY:

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

Digitally signed by Paul A Rhodes
DN: 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
Date: 2021.07.01 11:05:13 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Department of Administrative Services, ou=Divison of Procurement Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2021.07.01 13:34:48 -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 7/1/21

Form Revised 5/21/2021 GSL

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name ASAP Landscape & Design		1.4 Contractor Address 8 Ogden Dr Bow NH 03304	
1.5 Contractor Phone Number 603-490-6127	1.6 Account Number Various	1.7 Completion Date 7/31/2024	1.8 Price Limitation $168,681
1.9 Contracting Officer for State Agency Paul Rhodes, Purchasing Manager		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature Tracy Westcott Date:		1.12 Name and Title of Contractor Signatory Tracy Westcott-Asher	
1.13 State Agency Signature Ch and 7/1/24 Date:		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:			

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 80:7e 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 91A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

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

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

Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

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

2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37

b. EXHIBIT A Special Provisions

c. EXHIBIT B Scope of Services

d. EXHIBIT C Method of Payment

e. EXHIBIT D RFB 2440-21

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

3. TERM OF CONTRACT

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

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

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

4. SCOPE OF WORK

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

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

The Contractor shall commence operations as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall report all accidents involving injury or major damage immediately after occurrence to the police (if

necessary), to the facility location contact, and the Contract Manager.
Damage to curbing, pavement, grates, guard rails, etc. shall be reported at the earliest opportunity, no later than four (4) hours after occurrence to the facility location contact. Damages noted above are to be repaired by the Contractor, at the Contractor's expense, as soon as possible after occurrence. Final payment shall not be made unless all repairs have been completed and approved by the facility location contact.
The Contractor shall establish and implement methods of ensuring that all card keys and keys issued to the Contractor by the State are not lost or misplaced. The Contractor shall ensure that the card keys and keys are not used by unauthorized persons. No card keys and keys issued to the Contractor shall be duplicated. The Contractor shall report the loss of key cards and keys to the facility contact. In the event keys are lost, the Contractor shall be required to rekey or replace the affected lock(s). The State, at its discretion, may replace the affected lock(s) or perform the rekeying. When the replacement of lock(s) or rekeying is performed by the State, the total cost of rekeying or lock replacement shall be deducted from the monthly payment due to the Contractor.
It is the responsibility of the Contractor to prohibit the use of keys issued by the State to any person(s) other than the employees of the Contractor.
The Contractor shall complete spring clean-up prior to requesting a sign-off for the end of season from the facility location. The final payment shall be invoiced after the clean-up has occurred and been approved.

SITE SPECIFIC REQUIREMENTS:

Medical and Surgical (Dept. of Revenue) 109 Pleasant Street	Concord	All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F And by 9am on weekends and holidays unless otherwise specified. There are 3 parking lots and one loading dock that are included with this building. During business hours storms the Vendor shall provide snowplowing service as needed to ensure that no more than two inches have accumulated in travel lanes. All parking spaces shall be useable to the extent possible Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed. If under 2 inches of snow has accumulated Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of snow and ice hazards by 7am. There is no minimum amount of ice before all parking spaces and travel lanes should be treated. No pushing snow against the building. The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement. If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow in the roadway that their plow trucks have left, in parking spaces and roadways. Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them. Snow piling in travel lanes is prohibited. Snow piling in parking spaces is not to exceed 5 percent of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than 5 % of parking lot Vendor may be asked to remove the snow off site. The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available. Plowing snow onto walkways is prohibited, Vendor is responsible for removal of any snow plowed onto sidewalks. Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants. Vendor may be called in for ice or snow removal at any time and in-between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm For spring cleanup, the Vendor shall be responsible for repair of any damages Primary business hours are 7 am to 5 pm Monday thru Friday
Records & Archives 71 South Fruit Street	Concord	All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F And by 9am on weekends and holidays unless otherwise specified During business hours storms the Vendor shall provide snowplowing service as needed to ensure that no more than two inches have accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed. If under 2 inches of snow has accumulated Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of snow and ice hazards by 7am. There is no minimum amount of ice before all parking spaces and travel lanes should be treated No pushing snow against the building. The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them Snow piling in travel lanes is prohibited. Snow piling in parking spaces is not to exceed 5 percent of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than 5 % of parking lot Vendor may be asked to remove the snow off site. The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available Plowing snow onto walkways is prohibited, Vendor is responsible for removal of any snow plowed onto sidewalks Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants Vendor may be called in for ice or snow removal at any time between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm For spring cleanup, the Vendor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris after all the snow is melted Primary business hours are 7 am to 5 pm Monday thru Friday
EMS Garage		Facility has a dirt parking lot Lot must be kept clear of snow and ice so emergency vehicles can exit the garage 24/7 Lot must be plowed front and back of the building so vehicles can exit the garage on either side of the building Access to the back can be through the back side of the Department of Transportation. A roadway around the side of the building where the trailers are must be maintained Sanding and or salting of the parking lot should accrue as needed No pushing snow against the building

Smokey Bear Boulevard	Concord	The expectation is that the parking lot is maintained so any vehicle can enter or exit the parking garage without spinning a tire and 24 hours after a storm the driveway is brown Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants. Vendor may be called in for ice or snow removal at any time between storms for the following conditions; snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm. For spring cleanup, the Vendor shall be responsible for repair of any damages
EMS Main Facility Smokey Bear Boulevard	Concord	24 hours 7 days a week service required. Vendor shall provide snowplowing service as needed to ensure that no more than two inches has accumulated in travel lanes 24/7 All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed. EMS facility has a winter parking plan and when all empty parking spaces have been cleared you can call to have cars moved to the cleared parking area to finish clearing the parking lot of snow. The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement Snow piling in Handicap spaces and the Governors parking space is prohibited. All Handicap spaces and the Governor's parking spot should be completely clear of snow and ice at all times with the exception that there is a car parked in them. Snow piling in parking spaces is not to exceed 5 percent of total parking spaces. Snow piling is not allowed in travel lanes The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than 5 % of parking lot Vendor may be asked to remove the snow off site Plowing snow onto sidewalks is prohibited, Vendor is responsible for removal of any snow plowed onto sidewalks. Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants. Vendor may be called in for ice or snow removal at any time between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm. For spring cleanup, the Vendor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris after all the snow is melted.
EMS Smokey Bear Boulevard	Concord	24 hours 7 days a week service required. Services are to include from Route 106 to the EOC Parking lot and the two (2) gates on the roadway (communication and loading dock) Vendor shall provide snowplowing service as needed to ensure that no snow or ice has accumulated in roadway 24/7. Sand and/or salt shall be applied to roadway to ensure that they are kept clear of snow and ice hazards each time the roadway is plowed The two (2) gate need to be kept plowed out to allow vehicle access to equipment behind the gates. The expectation during a snow storm is black and wet pavement 24/7 and 24 hours after the snow storm all travel lanes black and dry pavement. Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants. Vendor is not allowed to pile snow in roadways (blocking travel lanes) Vendor may be called in for ice or snow removal at any time and in-between storms for the following conditions; snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm. For spring cleanup, the Vendor shall be responsible for repair of any damages.
Fire Academy Main Facility Smokey Bear Boulevard	Concord	Seven day a week facility. Campus is a training site with lodging and could have classes from 7am to 11pm. During business hours, the vendor shall provide snowplowing services as needed to ensure that no more than 2 inches have accumulated in travel lanes. Smokey Bear Boulevard to EOC portion shall be serviced the same at all times as Smokey Bear Boulevard is 24/7 road. Areas to be serviced are: Parking Lot and ramp in front of the administration building, Drill yard perimeter road, Clear loading dock area, Clear entrance to storage building in drill yard, Driveway entrance to Dormitory and both (2) driveway entrances to Fire House. Snowstorms that end by 4am will be plowed by 7am. Storms that start after 4am shall be plowed as soon as possible. Storms that occur throughout the day or evening shall be serviced each time the accumulation reaches 3-4 inches. At an additional hourly rate, agency may request that vendor shovel, sand and or salt all walkways
Revenue Building 64 South Street Revenue Building 64 South Street	Concord	All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F And by 9am on weekends and holidays unless otherwise specified During business hours storms the Vendor shall provide snowplowing service as needed to ensure that no more than two inches have accumulated in travel lanes All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed. If under 2 inches of snow has accumulated Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of snow and ice hazards by 7am. **CONTINUED:** There is no minimum amount of ice before all parking spaces and travel lanes should be treated. No pushing snow against the building. The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement. If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways. Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception that there is a car parked in them. Snow piling in travel lanes is prohibited. Snow piling in parking spaces is not to exceed 5 percent of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than 5 % of parking lot Vendor may be asked to remove the snow off site The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available. Plowing snow onto walkways is prohibited, Vendor is responsible for removal of any snow plowed onto sidewalks Vendor is not allowed to plow in fire hydrants and will be responsible for removal of any snow that they have plowed in and around fire hydrants. Vendor may be called in for ice or snow removal at any time between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm. For spring cleanup, the Vendor shall be responsible for repair of any damages and shall sweep plowed areas removing all debris after all the snow is melted. Primary business hours are 7 am to 5 pm Monday thru Friday
		Vendor shall commence snow plow operations no later than 6 am Monday - Friday, to ensure the following: All parking spaces and travel lanes are plowed and useable prior to 6:30 am. All walkways and employee access areas are shoveled and useable prior to 6:30 am. Sally port driveway must be plowed - special equipment will

Hillsborough County Superior Court - North 300 Chestnut Street	Manchester	be needed (e.g. Bobcat) due to the turn and high walls. Snow shall be removed from the sally port driveway prior to 6:30 am Monday - Friday and throughout the primary business hours of 7 am - 4:30 pm to ensure no more than two (2) inches of snow accumulation. Sally port driveway is used throughout the primary business hours; Vendor shall coordinate with the State to ensure safety during snow operations. A salt/sand barrel to be provided by Vendor and placed at the entrance of the sally port driveway no later than November 1 of each season. The Vendor shall be responsible for filling the barrel throughout the season. The barrel shall be removed by the Vendor no later than May 15 each spring. During the primary business hours of the facility, 7 am - 4:30 pm Monday - Friday, Vendor shall provide: Snow plowing as needed to ensure that no more than two (2) inches of snow accumulation in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during the business day. Facility (State personnel) shall maintain walkways/employee access areas during the primary business hours. Snow piling in parking spaces, even temporary, is strictly prohibited. No use of state equipment. The State shall allow the Vendor to store equipment on state property as needed to maintain the sally port driveway. The Vendor shall coordinate with the State to determine storage needs and availability.

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

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://des.nh.gov/purchasing/vendorregistration/(S(o0fzcy55qhaeus45ipvq5i45))/welcome.aspx

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

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

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

8. INSURANCE

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

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a 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 Snow Plowing services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $168,681 this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Location Name	Address to be Serviced	August 2021 - July 2022	August 2022 - July 2023	August 2023 - July 2024
Medical and Surgical (Dept. of Revenue)	109 Pleasant Street Concord	$5,700	$5,700	$5,700
Records & Archives	71 South Fruit Street Concord	$4,800	$4,800	$4,800
EMS Garage, EMS Main Facility, Fire Academy Main, EMS	Smokey Bear Boulevard Concord	$33,127	$33,127	$33,127

Hillsborough County Superior Court - North	300 Chestnut Street Manchester	$7,000	$7,000	$7,000
Revenue Building	64 South Street Concord	$5,600	$5,600	$5,600

3. ADDING LOCATIONS AFTER AWARD(S):

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

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

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

4. INVOICE

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

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

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

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

5. PAYMENT

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

EXHIBIT D

RFB #2440-21 is incorporated here within.

Contractor Initials _____
Date _____

AWESSER-01 SNEGM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2021

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

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

PRODUCER
Bernier Insurance Inc.
32 Wakefield St
Rochester, NH 03867

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 335-2345 FAX (A/C, No): (603) 994-4663
E-MAIL ADDRESS: info@bernierins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NGM Insurance Company	14788
INSURER B : Benchmark Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Awesome Service Affordable Pricing Landscape & Design, LLC
8 Ogden Drive
Bow, NH 03304

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			MPP1214K	10/25/2020	10/25/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			B1P1214K	11/13/2020	11/13/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUJ2386B	3/22/2021	11/13/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			BRX10312700	4/15/2021	4/15/2022	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N Y	N/A				E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Landscape Gardening (includes Pesticide or Herbicide Applicators Coverage); Snow & Ice Removal - Commercial Parking Lot & Driveway Only (Not Street or Road Work)

CERTIFICATE HOLDER

State of New Hampshire
Bureau of Purchasing & Property
25 Capitol Street, 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
Yvonne R. Negm

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Certificate of Authority

Be it known on the 15th day of June 2021 the members of ASAP Landscape & Design llc met in Bow NH. It was agreed that Tracy Westcott of Bow NH will be the authorized party to sign all contracts on behalf of the company with the State of New Hampshire in regards to snow plowing/ Removal services at various owned properties within the State of New Hampshire.

Tracy Westcott	Owner	6/16/21
Tracy Westcott	Title	Date

County: Merrimack State: New Hampshire

Tonia Lindquist

Tonia Lindquist

TONIA LINDQUIST
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/18/2024
STATE OF NEW HAMPSHIRE

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 AWESOME SERVICE AFFORDABLE PRICING LANDSCAPING & DESIGN LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on September 10, 2008. 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: **602119**

Certificate Number: **0005355941**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of April A.D. 2021.

William M. Gardner

Secretary of State

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 9-12-23

Company Name: ASAP landscape & Design
Address: 8 Ogden Dr
Bow NH 03304

To: Point of Contact: **C. Ryan Fuller**
Telephone: (603)-271- **2201**
Email: **NH.Purchasing@das.nh.gov**

RE: Bid Invitation Name: Snow Removal Services
Bid Number: **2806-24**
Bid Posted Date (on or by): August 25, 2023
Bid Closing Date and Time: **September 13, 2023 @ 9:00 AM (EST)**
Dear Mr. Fuller:

[Insert name of signor] Tracy Westcott, on behalf of ASAP landscape [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 # **2806-24** for Snow Removal services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-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.

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature Tracy Westcott **Authorized Signor's Title** CEO

Contractor Initials
Date 9/12/23

REQUEST FOR BID FOR SNOW REMOVAL SERVICES FOR THE STATE OF NEW HAMPSHIRE

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

INSTRUCTIONS TO VENDOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and signed 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 email to Ryan Fuller at Christopher.R.Fuller@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.

Contractor Initials
Date 9/12/23

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.

08/25/2023	Bid Solicitation distributed on or by
09/11/2023	Last day for questions, clarifications, and/or requested changes to bid
09/13/2023	9:00 AM (EST) Bid Closing
10/13/2023	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 approval of the Commissioner of the Department of Administrative Services, or Governor and Executive Council, through July 31, 2024, a period of approximately one (1) year.

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

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

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):

Contractor Initials
Date 9/12/23

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 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 proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. 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. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. 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, the State will 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 be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFB;

Contractor Initials
Date 9/12/23

- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

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/

- CERTIFICATE OF INSURANCE:
  Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death, or property damage in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

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

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

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

Updated Published Price List MUST be e-mailed to Ryan Fuller at Christopher.R.Fuller@DAS.NH.Gov.

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.

Contractor Initials
Date 9/12/23

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 or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, Ryan Fuller, and sent electronically to Christopher.R.Fuller@das.nh.gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - Percentage of recycled materials contained within finished products
    - Percentage of waste recycled throughout the manufacturing process
    - Types and volume of packaging used for transport
    - Any associated material avoided and/or recycled as applicable under contract
    - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- **All reports to be 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.

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

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

INVOICING:
Invoices shall be submitted to the corresponding State agency at the end of each month. Invoicing period will be from October to May. There will be a total of eight (8) invoices submitted over the course of the contract term. Prior to submitting final invoice, Vendor must complete any and all required site repairs that have been

Contractor Initials
Date 9/12/23

incurred due to seasonal snow removal, and secure an approved and signed copy of the site end of season checklist. Final invoice must include approved and signed end of season checklist by Site Manager.

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
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

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://www.das.nh.gov/purchasing/vendorresources.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

Contractor Initials
Date 9/12/23

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.

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

To remove all snow from entrance roadways, parking lots, and other areas of facilities as listed and specified herein. Some building sidewalks are included in this bid. Please note which sites include sidewalks.

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

The Vendor shall commence operations as follows:

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

Snow is to be removed or sanded/salted as soon as accumulation reaches two (2) inches, every time it snows, and plow continuously for the duration of the storm so as not to allow accumulations of two (2) inches of snow, so that in the event emergency vehicles need to gain access to any part of the location, they will be able to do so. All areas requiring snow removal shall be completed by the times indicated for that location.

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

In the event that plowing operations (by the Vendor, city, town, or state) creates snowbanks that impair the vision of vehicles and pedestrians entering and exiting the locations, these banks shall be removed to ensure that safe entering and exiting can occur. This shall be completed within forty-eight (48) hours after the cessation of the storm. Additionally, the Vendor is responsible to remove all snow from areas connecting roadways to parking lots or spaces that is left by plow trucks.

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

Many locations regularly receive high volumes of automobile and foot traffic. As such, snow shall not be pushed up against any buildings. All entrances, exits, and windows must be clear of clear of snow and ice. Additionally, all snow must be moved away from all generators, transformers, dumpsters, gate entrances and exits, fencing, dock or designated loading and unloading areas, above ground fuel storage tanks, building fuel

Contractor Initials
Date 9/12/23

fill ports, HVAC units, and external safety devices, such as fire hydrants. These areas and equipment are to remain clear and accessible at all times.

Locations may request roof clearing services as needed and at their discretion. Upon request by the Property Contact, Vendors will supply labor and equipment to remove excessive snow loads from the roof of the property. "Excessive snow loads" will be determined solely by the Property Contact. Vendor will be responsible for supplying all labor and equipment necessary to complete roof snow removal in an efficient manner, including equipment necessary to transport snow blowers and personnel onto the roof. The Property Contact will meet with Vendor prior to the work to see if the amount of snow to be removed and the location where snow can be stored. Vendor shall perform the work in a manner that preserves the integrity of the roofing system. Vendor shall make best efforts to perform the work within forty-eight (48) hours of notice by the Property Contact. The Vendor is responsible for snow drift and wind row clean-up. The Vendor may be called to return to the site to plow snow drifts during, after, or between storms. In the event that the Vendor cannot perform the aforementioned work, they shall take all reasonable steps to arrange for the work to be performed.

Vendor may use parking spots to store snow. Snow storage in parking spots shall not exceed five (5) percent of the available spots or as specified by the location. Handicap parking spots shall be kept completely free and clear. For locations that require snow removal in their scope of services pricing shall be built in the annual fee. Vendor shall provide snow removal services to locations that request it on a case-by-case situation, at the pricing rates established by this bid. The State does not provide or allow snow removal of snow from one facility to be deposited at another state facility. All removed snow shall be lawfully disposed of. Under no circumstances shall the Vendor push or plow snow onto public or private walkways and roadways.

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

The Vendor may stage equipment at serviced locations on a case-by-case basis. To stage equipment, the Vendor must notify the Property Contact and receive permission in writing prior to staging equipment.

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

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

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

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

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

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

Contractor Initials_____
Date 9/12/23

Damage to curbing, pavement, grates, guard rails, etc., shall be reported at the earliest opportunity, but no later than four (4) hours after occurrence, to the facility location contact. All damages will be shown to and annotated by facility location contact. Damages noted above are to be repaired by the Vendor, at the Vendor's expense, as soon as possible after occurrence. Unrepaired damages may result in delayed payments to vendor. Final payment will not be made unless all repairs have been completed and approved by the facility location contact. All repaired damages will be reviewed, approved, and signed off by the designated person at each facility location.

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

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

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

ADDITIONAL REQUIREMENTS:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed as needed based on current and forecasted weather conditions, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

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

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

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

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

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

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

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

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

Contractor Initials_____

Date 9/12/23

WARRANTY REQUIREMENTS:
The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

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.

NON-EXCLUSIVE CONTRACT:
Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

DISASTER RECOVERY:
Do you provide emergency preparedness plan to aid the State during an emergency and disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No** (circle one)

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

OFFER:
Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted on Attachment 2: RFB 2806-24 – Vendor Offer Sheet, in complete accordance with the general and detailed specifications included herewith. Vendor Offer Sheet is broken down into monthly costs for services and is reflective of contract invoicing. Bids submitted for NHES Claremont, NHES Conway, and NHES Nashua to include prices for agency optional roof snow removal services. Optional snow removal services to be bid per occurrence. Number of occurrences not to exceed five (5) per season. All sites listed below are included as part of the bid.

Contractor Initials
Date 9/12/23

Area Serviced	Address	City
Bear Brook Snow Mobile Parking Lot	61 Deerfield Road	Allenstown
Belmont State Police	3 Higgins Road	Belmont
NHES Claremont*	404 Washington Street	Claremont
DHHS Claremont (Monadnock Mills)	17 Water Street	Claremont
DES Water Shed	70 Silk Farm Road	Concord
NHES Conway*	518 White Mountain Highway	Conway
Franklin Readiness Center (RC)	300 South Main Street	Franklin
Liquor Store #73	Interstate 95 South Hampton	Hampton
Liquor Store #76	Interstate 95 North Hampton	Hampton
Hillsborough Readiness Center (RC)	140 West Main Street	Hillsborough
Jaffrey-Peterborough Circuit Court	Route 202	Jaffrey
Lebanon Readiness Center (RC)	174 Heater Road	Lebanon
Lebanon Circuit Court	38 Centerra Parkway	Lebanon
Littleton Readiness Center (RC)	350 Meadow Street	Littleton
Milford Readiness Center (RC)	154 Osgood Road	Milford
Liquor Store #69	25 Coliseum Avenue	Nashua
NHES Nashua*	6 Townsend West	Nashua
Nashua CHP Building	154 DW Highway	Nashua
Hillsborough County Superior Court - South	30 Spring Street	Nashua
Pembroke Edward Cross Training Complex (ECTC)	772 Riverwood Drive	Pembroke
Pembroke Readiness Center	722 Riverwood Drive	Pembroke
Portsmouth Circuit Court	111 Parrott Avenue	Portsmouth
Center Strafford Training Site	1079 Parker Mountain Road Center	Strafford
State Police Troop F / DMV	549 Route 302	Twin Mountain

***Bid to include agency optional roof snow removal. Roof snow removal services to be bid at per occurrence rate and not to exceed five (5) occurrences per season.**

VENDOR CONTACT INFORMATION:

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

Tracy Westcott
Contact Person

603 490 6127
Local Telephone Number

Toll Free Telephone Number

Asap_ld@yahoo.com
E-mail Address

ASAPLd.com
Company Website

ASAP Landscape
Vendor Company Name

Sydney Dr Bow NH 03304
Vendor Address

ATTACHMENTS:

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

Attachment 1: Sample P-37 Form
Attachment 2: RFB 2806-24 – Vendor Offer Sheet
Attachment 3: RFB 2806-24 – Site Scope Specifications
Attachment 4: RFB 2806-24 – State of New Hampshire Snow Removal End of Season Checklist

Contractor Initials TW
Date 9/12/23

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 231 294 509 362

Passcode: sf6dLn

Download Teams | Join on the web

Join with a video conferencing device

nngov@m.webex.com

Video Conference ID: 112 960 456 7

Alternate VTC instructions

Or call in (audio only)

+1 603-931-4944,,544688738# United States, Concord

Phone Conference ID: 544 688 738#

Find a local number | Reset PIN

Learn More | Meeting options

Contractor Initials

Date 9/12/22

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 *(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 AO
Date 9/12/23

RFB 2806-24 Attachment 2: Vendor Offer Sheet

Vendor Name: **ASAP Landscape & Design LLC**	Agency: Statewide
Bid Description: Snow Removal	Tracy Westcott- 603-490-6127
Bid Number: 2806-24	Agent Name: Ryan Fuller

For all NHES site bids, include bid for agency optional roof snow removal listed below.

Area Serviced	Address	City	Monthly Cost (October)	Monthly Cost (November)	Monthly Cost (December)	Monthly Cost (January)	Monthly Cost (February)	Monthly Cost (March)	Monthly Cost (April)	Monthly Cost (May)	Total Service Cost
Bear Brook Snow Mobile Parking Lot	61 Deerfield Road	Allenstown									$ -
Belmont State Police	3 Higgins Road	Belmont									$ -
NHES Claremont	404 Washington Street	Claremont									$ -
DHHS Claremont (Monadnock Mills)	17 Water Street	Claremont									$ -
DES Water Shed	70 Silk Farm Road	Concord	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ -	$ 31,500.00
NHES Conway	518 White Mountain Highway	Conway									$ -
Franklin Readiness Center (RC)	300 South Main Street	Franklin									$ -
Liquor Store #73	Interstate 95 South Hampton	Hampton									$ -
Liquor Store #76	Interstate 95 North Hampton	Hampton									$ -
Hillsborough Readiness Center (RC)	140 West Main Street	Hillsborough									$ -
Jaffrey-Peterborough Circuit Court	Route 202	Jaffrey									$ -
Lebanon Readiness Center (RC)	174 Heater Road	Lebanon									$ -
Lebanon Circuit Court	38 Centerra Parkway	Lebanon									$ -
Littleton Readiness Center (RC)	350 Meadow Street	Littleton									$ -
Milford Readiness Center (RC)	154 Osgood Road	Milford									$ -
Liquor Store #69	25 Coliseum Avenue	Nashua									$ -
NHES Nashua	6 Townsend West	Nashua									$ -
Nashua CHP Building	154 DW Highway	Nashua									$ -
Hillsborough County Superior Court - South	30 Spring Street	Nashua									$ -
Pembroke Edward Cross Training Complex (ECTC)	722 Riverwood Drive	Pembroke	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ 6,000.00	$ -	$ 42,000.00
Pembroke Readiness Center	**722 Riverwood Drive**	**Pembroke**	$ 4,650.00	$ 4,650.00	$ 4,650.00	$ 4,650.00	$ 4,650.00	$ 4,650.00	$ 4,650.00	$ -	$ 32,550.00
Portsmouth Circuit Court	111 Parrott Avenue	Portsmouth									$ -
Center Strafford Training Site	1079 Parker Mountain Road Center	Strafford									$ -
State Military Reservation	**4 Pembroke Road**	**Concord**	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ -	$ 140,000.00
State Police Troop F / DMV	549 Route 302	Twin Mountain									$ -

AGENCY OPTIONAL ROOF SNOW REMOVAL

Area Serviced	Address	City	Cost Per Occurrence*
NHES Claremont	404 Washington Street	Claremont	
NHES Conway	518 White Mountain Highway	Conway	
NHES Nashua	6 Townsend West	Nashua	

9/12/23

4 Properties.

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

DATE OF CHANGE: August 28, 2023

ADDENDUM # 1 TO BID INVITATION 2806-24

DATE OF BID CLOSING: 09/13/2023 **TIME OF BID CLOSING**: 9:00 AM (EST)

FOR: Snow Removal

Question 1: Pembroke Edward Cross Training Complex – 772 Riverwood Drive, Pembroke NH. Is this the correct address?

Answer 1: The correct address for the Edward Cross Training Complex in Pembroke is:

722 Riverwood Drive
Pembroke, NH 03275

The address has been updated on the following documents:

- Bid Document RFB 2806-24 – Snow Removal
- Attachment 2: RFB 2806-24 – Vendor Offer Sheet
- Attachment 3: RFB 2806-24 – Site Scope Specifications

Question 2: Pembroke Readiness Center – 772 Riverwood Drive, Pembroke NH. Is this the correct address?

Answer 2: The correct address for the Readiness Center in Pembroke is:

722 Riverwood Drive
Pembroke, NH 03275

The address has been updated on the following documents:

- Bid Document RFB 2806-24 – Snow Removal
- Attachment 2: RFB 2806-24 – Vendor Offer Sheet
- Attachment 3: RFB 2806-24 – Site Scope Specifications

Site Addition: The National Guard State Military Reservation (SMR) has been added to the following documents:

- Bid Document RFB 2806-24 – Snow Removal
- Attachment 2: RFB 2806-24 – Vendor Offer Sheet
- Attachment 3: RFB 2806-24 – Site Scope Specifications

The National Guard State Military Reservation site is located at:

4 Pembroke Road
Concord, NH 03301

PURCHASING AGENT: C. Ryan Fuller
Email: NH.Purchasing@das.nh.gov

9/12/23

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES

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

DATE OF CHANGE: August 29, 2023

ADDENDUM # 2 TO BID INVITATION 2806-24

DATE OF BID CLOSING: 09/13/2023 **TIME OF BID CLOSING**: 9:00 AM (EST)

FOR: Snow Removal

Question 1: DES Water Shed – 70 Silk Farm Road, Concord NH. Is the entire parking area included? Does the dirt portion get cleared every time or at the end of the storm?

Answer 1: Please reference file RFB 2806-24 – Snow Removal – Addendum 2, DES Water Shed for a picture of the specific areas of responsibility. Vendor is responsible to plow only the areas outlined in blue. The area includes the main drive into the facilities, the areas just north of and the loading dock, and the concrete apron in front of the loading dock located at 70 Silk Farm Road. All other areas on site to be plowed by NHDES.

PURCHASING AGENT: C. Ryan Fuller
Email: NH.Purchasing@das.nh.gov

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

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

9/12/23

STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES

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

DATE OF CHANGE: September 5, 2023

ADDENDUM # 3 TO BID INVITATION 2806-24

DATE OF BID CLOSING: 09/13/2023 **TIME OF BID CLOSING**: 9:00 AM (EST)

FOR: Snow Removal

Question 1: What are the boundaries of the Pembroke ECTC and Readiness Center sites? What areas are to be plowed for each site?

Answer 1: Please reference file RFB 2806-24 – Snow Removal – Addendum 3, Pembroke ECTC-RC Areas. On the file the ; the **Pembroke Readiness Center area is outlined in RED**. For both sites, the vendor is responsible for snow removal from all roadways, sidewalks, and parking lots within the respective boundaries.

Question 2: Do the vehicles inside the gates move at specific times?

Answer 2: They will be moved on drill weekends. If needed to be moved during non-drill weekend times, the agency will work with the plow contractor to make sure they can be on site to clean up when they get moved. Vendor would work with the agency point of contact to make all arrangements to complete work.

Question 3: Are there designated spots for snow storage throughout both properties?

Answer 3: There are spots suggested to store snow that work with parking. If snow needs to be pushed to other areas to make plowing more convenient and will not affect traffic flow or take up too much parking space, the agency is willing to work with the vendor. Vendor would work with agency site contact to make these arrangements.

Question 4: Is the new parking area for the recreation area across from the ECTC included in the bid?

Answer 4: Yes, the new parking lot and sidewalks have been added. Vendor should factor these areas into their bid submission.

PURCHASING AGENT: C. Ryan Fuller
Email: NH.Purchasing@das.nh.gov

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

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

9/12/23

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

DATE OF CHANGE: September 6, 2023

ADDENDUM # 4 TO BID INVITATION 2806-24

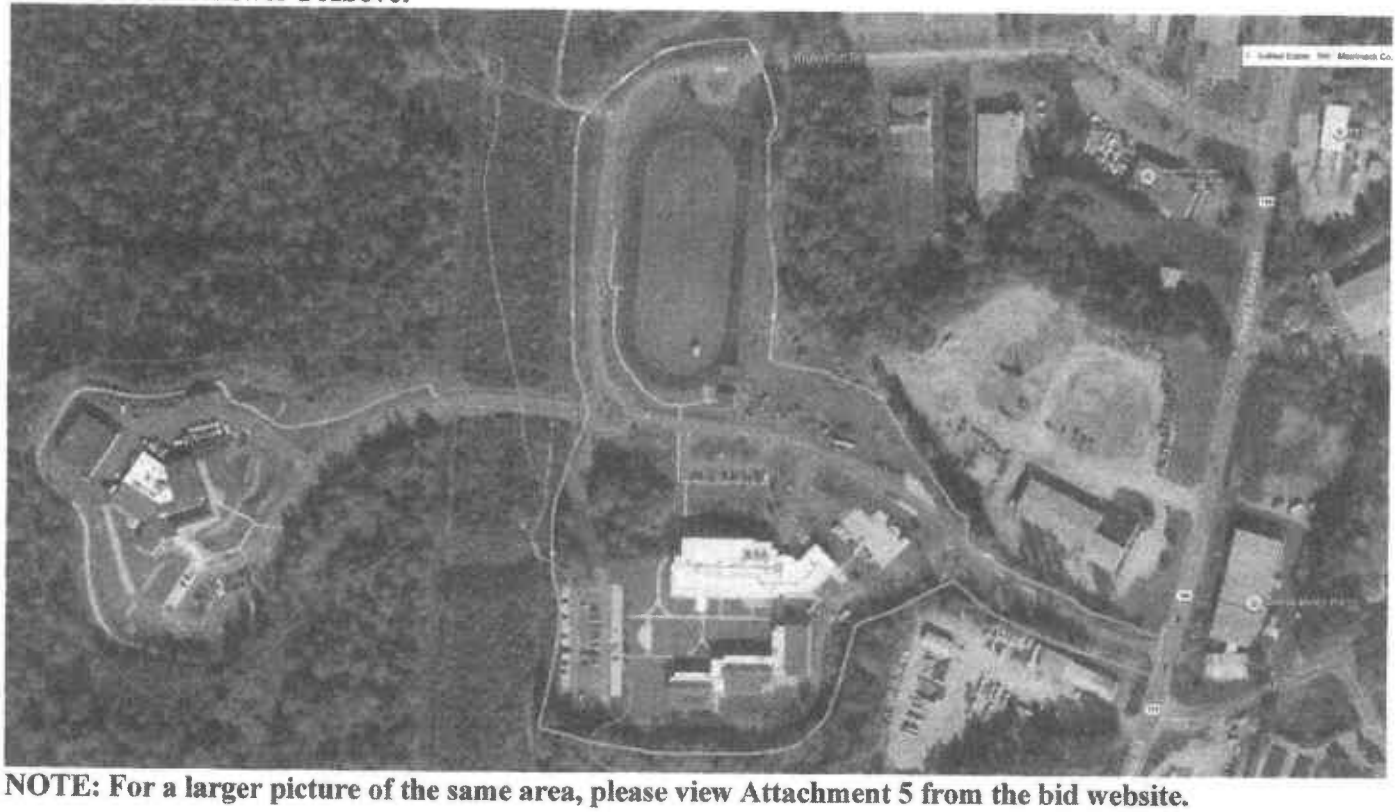
DATE OF BID CLOSING: 09/13/2023 **TIME OF BID CLOSING**: 9:00 AM (EST)

FOR: Snow Removal

Question 1: Could you direct me to where the portions are outlined in red and green for the Pembroke ECTC and RC areas?

Answer 1: There are two locations where this information can be found. First, is the smaller picture below the answer block. Second, is Attachment 5 that is currently listed on the website as part of the bid. Attachment 5 is a larger picture of the area in question. For both locations, included are all roadways, parking lots, and sidewalks that have been encompassed. Please note that the **Pembroke ECTC area boundary is outlined in GREEN**; the **Pembroke Readiness Center area boundary is outlined in RED**.

Picture From Answer 1 Above:



NOTE: For a larger picture of the same area, please view Attachment 5 from the bid website.

9/12/23

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

DATE OF CHANGE: September 7, 2023

ADDENDUM # 5 TO BID INVITATION 2806-24

DATE OF BID CLOSING: 09/13/2023 **TIME OF BID CLOSING**: 9:00 AM (EST)

FOR: Snow Removal

Question 1: Do addendums need to be initialed and dated, and returned with a bid submission?

Answer 1: Yes, all addendums must be initialed and dated, and returned with a bid submission. The addendum is to be initialed with the same initials used on the returned bid document. The date used is the bid closing date. Initials and dates may be either hand-written or typed but must match the information on the submitted bid document. All initials and dates are to be recorded in the lower right-hand corner of each addendum page.

Question 2: On page 12 of the Transmittal Letter it states: "Bid to include agency optional roof snow removal. Roof snow removal services to be bid per occurrence rate and not to exceed five (5) occurrences per season". Does this include all locations accepting offers on this bid or only the ones listed on the last page of the bid offer sheet (NHES Claremont, NHES Conway and NHES Nashua)?

Answer 2: Roof snow removal services apply only to the NHES Claremont, NHES Conway, and NHES Nashua locations. If bidding the NHES Claremont, NHES Conway, and/or NHES Nashua locations, vendors must include the cost per occurrence to remove snow from the roof of these buildings. Please note that roof snow removal is an optional service to be utilized at the agency's discretion.

Question 3: Are snow removal services required for the track area at the Pembroke ECTC site?

Answer 3: No, snow removal services are not required for the track area at the Pembroke ECTC site.

PURCHASING AGENT: C. Ryan Fuller
Email: NH.Purchasing@das.nh.gov

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

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

9/12/23