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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](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

February 21, 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 #8002883) with Pro City Facilities Services Inc (VC#226114), Manchester, NH, for janitorial cleaning services by removing a location and adding a new location with no change to the price limitation of \$1,530,000.00 effective retroactive to November 21, 2023 upon Governor and Executive Council approval through June 30, 2024. The original contract (Contract #8002883) was approved by the Commissioner of the Department of Administrative Services on June 14, 2021, and most recently amended with Governor and Executive Council approval on February 8, 2023, item #142.

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 amendment is **Retroactive** because the agency was moving into a new location and ample notice was not provided to complete the contracting process. As previously stated, the original contract (Contract #8002883) was approved by the Commissioner of the Department of Administrative Services on June 14, 2021. It was then subsequently amended with the Commissioner of the Department of Administrative Services approval on June 23, 2021; June 28, 2021; October 29, 2021; May 13, 2022; June 6, 2022; June 28, 2022; August 31, 2022; September 14, 2022, and by the Governor and Executive Council on February 8, 2023, item #142.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2838-24 for janitorial services at the Commission of Human Rights on October 13, 2023, with responses due on October 31, 2023. The RFB was issued at the request of the Commission of Human Rights which is moving to a new location. The RFB reached 82 vendors through the NIGP registry with an additional 25 directly sourced. There were 5 compliant responses received with the lowest bid being from Pro City Facilities Services Inc.

The currently assigned price limitation of \$1,530,000.00 is adequate and will cover the full term of the existing contract (Contract #8002883) with the addition of the new location in Pro City Facilities Services Inc's bid response. The price limitation is calculated from actual expenditures in business intelligence reports from the beginning of the contract (Contract #8002883), providing an accurate estimation of spend.

Contract financials	
Current limitation	\$1,530,000.00
Current limitation remaining balance	\$693,467.54
Add Commission of Human Rights (new location)	\$6,760.00
Remove Commission of Human Rights (old location)	(\$3,640.00)
Less forecasted remaining contract spend (all locations)	\$252,126.16
Remaining limitation balance after amendment	\$438,221.38
Requested price limitation (no change)	\$1,530,000.00

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract amendment with Pro City Facilities Services Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Bid Description	Janitorial Cleaning Servies at the Commission of Human Rights	Agency	Statewide
RFB#	2838-24	Requisition#	N/A
Agent Name	Steven Burgess	Bid Closing	10/31/2023 @ 11:00

Qty.	UOM	Product Description	Suprior Facilities Services		Hampshire Cleaning Solutions		Casco Bay Cleaning, LLC		Pro City Facilities Services		Shine House	
			Daily Rate	Extended Cost	Daily Rate	Extended Cost	Daily Rate	Extended Cost	Daily Rate	Extended Cost	Daily Rate	Extended Cost
130	EA		\$195.00	\$25,350.00	\$850.00	\$110,500.00	\$95.99	\$12,478.70	\$52.00	\$6,760.00	\$108.00	\$14,040.00
N/A	N/A	Emergency Rate (hourly)		\$60.00		\$120.00		\$27.99		\$35.00		\$25.00
<b>Sub Total</b>				<b>\$25,350.00</b>		<b>\$110,500.00</b>		<b>\$12,478.70</b>		<b>\$6,760.00</b>		<b>\$14,040.00</b>

				Expiring contract annual	N/A
	Estimated term spend	\$6,760.00		Expiring contract term	N/A
	Add allowance for balance of product line			Cost increase/Savings X% or	N/A
	Recommended price limitation	No Change		Delta: new vs. expiring	N/A

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	November 21, 2023 to June 30, 2024
Price Limitation	No Change to current contract limitation - \$1,530,000.00
Number of Solicitations Received	5
Number of Sourced bidders	25
Number of NIGP Vendors Sourced	82
Number of non-responsive bidders	102
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	P-card/ACH
FOB Delivered	Yes
Expiring Contract Price Limitation	N/A - Addition to Contract
Total Cost Savings (\$/%)	N/A

Special Notes:

**TENTH AMENDMENT TO THE CONTRACT  
BETWEEN PRO CITY FACILITIES SERVICES INC  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR JANITORIAL CLEANING SERVICES  
CONTRACT # 8002883**

This Tenth Amendment (hereinafter referred to as the "Amendment"), dated this 9<sup>th</sup> day of January, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services Inc (hereinafter referred to as "the Contractor") for janitorial cleaning services.

WHEREAS, pursuant to an agreement effective July 1, 2021; then subsequently amended with the Commissioner of the Department of Administrative Services approval on June 23, 2021; June 28, 2021; October 29, 2021; May 13, 2022; June 6, 2022; June 28, 2022; August 31, 2022; September 14, 2022, and by the Governor and Executive Council on February 8, 2023, item #142, and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Amend Exhibit B, Payment Terms, the following payment terms for the period November 21, 2023 through June 31, 2024:
- 2.

Contract financials	
Current limitation	\$ 1,530,000.00
Current limitation remaining balance	\$ 693,467.54
Less forecasted remaining contract spend	\$ 252,126.16
Less Commission of Human Rights (new location)	\$ 6,760.00
Add Commission of Human Rights (old location)	\$ 3,640.00
Remaining limitation balance after amendment	\$ 438,221.38
Requested price limitation (no change)	\$ 1,530,000.00

The Contractor shall be responsible for the provision of janitorial services for the Commission for Human Rights, which consists of: Square Footage: approximately 9,600 s/f Flooring: 98% carpet; 2% tile/linoleum Bathrooms: 2	Daily Rate	Emergency Rate (hourly rate)
Commission for Human Rights, 57 Regional Dr., Concord, NH 03301	\$ 52.00	\$ 35.00

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

Contractor Initials: CA  
Date: 01/09/24

Pro City Facilities Services Inc.

By:

*CA*

Christian Augusto  
(Print Name)

Title:

President

Date:

01/09/24

STATE OF NEW HAMPSHIRE

By:

*CM*

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner

Department of Administrative Services

Date:

1-18-24

OFFICE OF THE ATTORNEY GENERAL

By:

*DAE*

Duncan A. Edgar  
(Print Name)

Title:

Attorney

Date:

February 6, 2024

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

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

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

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

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PRO CITY FACILITIES SERVICES INC is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 20, 2012. 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: 668477

Certificate Number: 0006343673



IN TESTIMONY WHEREOF,

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

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

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

**Corporate Resolution**

I, Paula Augusto, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
Pro City Facilities Services Inc. I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on March 20<sup>th</sup>, 2012  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Christian Augusto (may list more than one person) is  
(Name and Title)

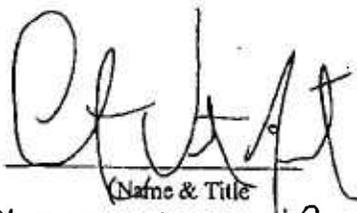
duly authorized to enter into contracts or agreements on behalf of

Pro City Facilities Services Inc with the State of New Hampshire and any of  
(Name of Corporation)

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

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

DATED: 01/09/24

ATTEST:   
(Name & Title)  
Christian Augusto, President



PROCITY-01

NMAGNARELLI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2023

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

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

<b>PRODUCER</b> License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103		<b>CONTACT NAME:</b> Nancy Magnarelli, ACSR <b>PHONE (A/C, No., Ext):</b> (603) 716-2368 <b>FAX (A/C, No.):</b> (603) 622-2854 <b>E-MAIL ADDRESS:</b> nancy.magnarelli@marshmma.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Sentry Insurance Company	<b>NAIC #</b> 24988
<b>INSURED</b> Pro City Facilities Services Inc A1 Phoenix Cleaning Services LLC 100 Willow Street Suite 9 Manchester, NH 03103		<b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**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 INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			A0208567	12/11/2023	12/11/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/POP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A0208567	12/11/2023	12/11/2024	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			A0208567	12/11/2023	12/11/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A0208567	12/11/2023	12/11/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
States in 3A: NH & MA

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Administrative Services 25 Capital St Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
(603) 271-8201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

MLC

142

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

January 18, 2023

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

### REQUESTED ACTION

Authorize the Department of Administrative Services to amend an existing contract (Contract #8002883) with Pro City Facilities Services Inc (VC#226114), Manchester, NH, by reducing the price limitation by \$25,000 from \$1,555,000 to \$1,530,000 and removing three Fish & Game locations from the contract with no change to the contract completion date of June 30, 2024, for janitorial cleaning services, effective upon Governor and Council approval. The original contract was approved by the Commissioner of the Department of Administrative Services on June 14, 2021 and most recently amended September 1, 2022.

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

### EXPLANATION

As previously stated, the original contract (Contract #8002883) was approved by the Commissioner of the Department of Administrative Services on June 14, 2021. It was then subsequently amended with Commissioner approval on June 23, 2021; on June 25, 2021; on October 25, 2021; on May 13, 2022; on June 6, 2022; on June 28, 2022; on August 31, 2022; and on September 1, 2022, in order to add many State locations that required janitorial cleaning services.

For this request, Fish & Game's Executive Director, Scott Mason, is requesting to remove three locations from this contract due to a lack of quality in the services provided by Pro City Facilities Services Inc. To prevent future issues at other State locations, many discussions with Pro City Facilities Services Inc have taken place as well as a default letter issued on October 13, 2022. Pro City Facilities Services Inc is very quick to respond and makes every effort to resolve issues, such as: having a weekly inspection by their supervisor and using a "communication log" to address questions or provide a focus of effort.



Contract amendment	
Original contract price limitation	\$1,555,000.00
Less change affected by amendment	(\$25,000.00)
New price limitation	\$1,530,000.00

Based on the foregoing, I am respectfully recommending approval of the amendment to the contract with Pro City Facilities Services Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

**NINTH AMENDMENT TO THE CONTRACT  
BETWEEN PRO CITY FACILITIES SERVICES INC  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR JANITORIAL CLEANING SERVICES  
CONTRACT # 8002883**

This Ninth Amendment (hereinafter referred to as the "Amendment"), dated this 7<sup>th</sup> day of December, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services Inc (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 14, 2021, amended by the First Amendment on June 23, 2021, amended by the Second Amendment on June 25, 2021, amended by the Third Amendment on October 25, 2021, amended by the Fourth Amendment on May 13, 2022, amended by the Fifth Amendment on June 6, 2022, amended by the Sixth Amendment on June 28, 2022, amended by the Seventh Amendment on August 31, 2022, amended by the Eighth Amendment on September 1, 2022, and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

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

1.8 \$1,530,000.00

2. Amend Exhibit B Payment & Pricing; remove the following payment terms for the period December 1, 2022 through June 30, 2024:

Location	Section A			SECTION C
	Daily Rate			Emergency Cleaning
	June 2022 - December 2022	January 2023 - December 2023	January 2024 - June 2024	Emergency Rate (hourly rate)
<b>Agency - Fish &amp; Game</b>				
Fish & Game - Great Bay: Discovery Center requires two (2) cleanings per week April through November and one (1) cleaning per week December through March (2 days/week x 34 + 1 day/week x 18 = 86 cleanings per year)				
Fish & Game - Great Bay: Hugh Gregg Center requires one (1) cleaning per week (1 day/week x 52 = 52 cleanings per year)				
Fish & Game - Great Bay: Depot House requires one (1) cleaning per month (1 day/month x 12 = 12 cleanings per year)				
Fish & Game - Great Bay: Discovery Center, Hugh Gregg Center, & Depot House	\$95.00	\$98.00	\$105.00	\$45.00

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

PRO CITY FACILITIES SERVICES INC

By: *Paula Augusto*  
Paula Augusto  
(Print Name)

Title: VP

Date: 12/7/22

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 1-5-23

OFFICE OF THE ATTORNEY GENERAL

By: *Jalnuora Rokumatarva*  
Jalnuora Rokumatarva  
(Print Name)

Title: Attorney

Date: January 11/2023

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

FEB 08 2023

Signed: *[Signature]*  
[Signature]  
(Print Name)

Title: SECRETARY OF STATE  
#142

**EIGHTH AMENDMENT TO THE CONTRACT  
BETWEEN PRO CITY FACILITIES SERVICES, INC.  
AND**

**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR JANITORIAL CLEANING SERVICES  
CONTRACT # 8002883**

This Eighth Amendment (hereinafter referred to as the "Amendment"), dated this 02 day of September, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services, Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 14, 2021, amended by the First Amendment on June 23, 2021, amended by the Second Amendment on June 25, 2021, amended by the Third Amendment on October 25, 2021, amended by the Fourth Amendment on May 13, 2022, amended by the Fifth Amendment on June 6, 2022, amended by the Sixth Amendment on June 28, 2022, amended by the Seventh Amendment on August 31, 2022 and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

- Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8 \$1,555,000.00
- Amend Exhibit B: Payment & Pricing; add the following payment terms for the period September 1, 2022 through June 30, 2024:

Location	Section A Daily Rate		SECTION C Emergency Cleaning
	September 2022 - June 2023	July 2023 - June 2024	Emergency Rate (hourly rate)
Agency: Department of Safety - State Police requires five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year) Total square footage is approximately 4,690 sq. ft.			
State Police Troop C - 15 Ash Brook Court, Keene NH	\$89.71	\$85.55	\$45.00

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

Contractor Initials: CK  
Date: 09/02/22

Contractor Initials: DM  
Date: 9-14-22

Page 2 of 2

BY: [Signature]  
STATE OF NEW HAMPSHIRE  
Charles M. Atkinson  
(Print Name)  
Title: Commissioner  
Department of Administrative Services  
Date: 9-14-22

BY: [Signature]  
PRO CITY FACILITIES SERVICES, INC.  
Christina August  
(Print Name)  
Title: Owner  
Date: 09/21/2022

**SEVENTH AMENDMENT TO THE CONTRACT  
BETWEEN PRO CITY FACILITIES SERVICES, INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR JANITORIAL CLEANING SERVICES  
CONTRACT # 8002883**

This Seventh Amendment (hereinafter referred to as the "Amendment"), dated this 23<sup>rd</sup> day of August, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services, Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 14, 2021, amended by the First Amendment on June 23, 2021, amended by the Second Amendment on June 25, 2021, amended by the Third Amendment on October 25, 2021, amended by the Fourth Amendment on May 13, 2022, amended by the Fifth Amendment on June 6, 2022, amended by the Sixth Amendment on June 28, 2022 and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein, and

WHEREAS, pursuant to Section 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:

- Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8 \$1,510,000.00
- Amend Exhibit B, Payment & Pricing, add the following payment terms for the period August 22, 2022, through June 30, 2024:

Location	Section A Daily Rate		SECTION C Emergency Cleaning
	September 2022- June 2023	July, 2023 - June 2024	Emergency Rate (hourly rate)
Agency - Department of Administrative Services Court Facilities requires five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year) Total square footage is approximately 9,482 sq. ft.			
Lebanon Circuit Courthouse 38 Centera Pkwy, Lebanon NH	\$116.00	\$116.00	\$45.00

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

PRO CITY FACILITIES SERVICES, INC.

By:

CHRISTIAN AUGUSTO

(Print Name)

Title:

PRESIDENT

Date:

08/23/2022

STATE OF NEW HAMPSHIRE

By:

Charles M. Arlinhaus

(Print Name)

Title:

Commissioner  
Department of Administrative Services

Date:

8-31-22

**SIXTH AMENDMENT TO THE CONTRACT  
BETWEEN PRO CITY FACILITIES SERVICES, INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR JANITORIAL CLEANING SERVICES  
CONTRACT # 8002883**

This Sixth Amendment (hereinafter referred to as the "Amendment"), dated this 06 day of June, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services, Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 14, 2021, amended by the First Amendment on June 23, 2021, amended by the Second Amendment on June 25, 2021, amended by the Third Amendment on October 25, 2021, amended by the Fourth Amendment on May 13, 2022, amended by the Fifth Amendment on June 6, 2022 and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"); the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

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

1.8 \$1,455,000.00

2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period June 6, 2022 through June 30, 2024:

Location	Section A Daily Rate			SECTION C Emergency Cleaning
	June 2022 - December 2022	January 2023 - December 2023	January 2024 - June 2024	Emergency Rate (hourly rate)
<b>Agency - Fish &amp; Game</b> Fish & Game - Great Bay: Discovery Center requires two (2) cleanings per week April through November and one (1) cleaning per week December through March (2 days/week x 34 + 1 day/week x 18 = 86 cleanings per year) Fish & Game - Great Bay: Hugh Gregg Center requires one (1) cleaning per week (1 day/week x 52 = 52 cleanings per year) Fish & Game - Great Bay: Depot House requires one (1) cleaning per month (1 day/month x 12 = 12 cleanings per year)				
Fish & Game - Great Bay: Discovery Center, Hugh Gregg Center, & Depot House	\$95.00	\$98.00	\$105.00	\$45.00

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

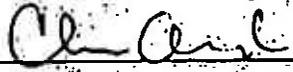
PRO CITY FACILITIES SERVICES, INC.

By:   
Cristian Augusto  
(Print Name)

Title: President

Date: 06/08/22

STATE OF NEW HAMPSHIRE

By:   
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 6/28/22

**FIFTH AMENDMENT TO THE CONTRACT  
BETWEEN PRO CITY FACILITIES SERVICES, INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR JANITORIAL CLEANING SERVICES  
CONTRACT #: 8002883**

This Fifth Amendment (hereinafter referred to as the "Amendment"), dated this 16 day of May, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services, Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 14, 2021, amended by the First Amendment on June 23, 2021, amended by the Second Amendment on June 25, 2021, amended by the Third Amendment on October 25, 2021, amended by the Fourth Amendment on May 13, 2022 and set to expire June 30, 2024, (hereinafter referred to as "the Agreement") the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

- Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8 \$1,430,000.00
- Amend Exhibit B Payment & Pricing; add the following payment terms for the period July 1, 2022 through June 30, 2024:

Location	Section A Daily Rate		SECTION C Emergency Cleaning
	July 2022 - June 2023	July 2023 - June 2024	Emergency Rate (hourly rate)
Agency - DOT - Bureau of Turnpikes Requires five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)			
DOT - Turnpikes Hooksett Facility	\$49.87	\$49.87	\$25.00

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

PRO CITY FACILITIES SERVICES, INC.

By *Michael J. Drape*  
Michael DRAPE  
(Print Name)

Title: ACCOUNT EXEC.

Date: 05/16/2022

STATE OF NEW HAMPSHIRE

By *Charles M. Aringhaus*  
Charles M. Aringhaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 6/6/22

**FOURTH AMENDMENT TO THE CONTRACT  
BETWEEN PRO CITY FACILITIES SERVICES, INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR JANITORIAL CLEANING SERVICES  
CONTRACT # 8002883**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 05 day of May, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services, Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 14, 2021, amended by the First Amendment on June 23, 2021, amended by the Second Amendment on June 25, 2021, amended by the Third Amendment on October 25, 2021, and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein; 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 1.7 Completion Date and substitute the following:  
1.7 September 30, 2024
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8 \$1,400,000.00
3. Amend Exhibit B Payment & Pricing; add the following payment terms for the period April 28, 2022 through September 30, 2024:

Location	Section A Daily Rate			SECTION C Emergency Cleaning
	May 2022 September 2022	May 2023 September 2023	May 2024 September 2024	Emergency Rate (hourly rate)
Agency - Department of Natural and Cultural Resources Each bathhouse (7) requires five cleanings per day (5 cleanings x 7 bathhouses = 35 cleanings per day * 7 days a week for 15 weeks and 2 days = 3,745 cleanings)				
DNCR - Hampton Beach State Park - Main Beach, North Beach & North Hampton	\$780.00	\$780.00	\$795.00	\$25.00

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

Contractor Initials: CA  
Date: 05/04

PRO CITY FACILITIES SERVICES, INC.

By:

*[Signature]*  
Christian Augusto  
(Print Name)

Title:

President

Date:

05/04/22

STATE OF NEW HAMPSHIRE

By:

*[Signature]*

Charles M. Aringhaus  
(Print Name)

Title:

Commissioner  
Department of Administrative Services

Date:

5-13-22

**SECOND AMENDMENT TO THE CONTRACT  
BETWEEN PRO CITY FACILITIES INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR JANITORIAL CLEANING SERVICES  
CONTRACT # 8002883**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 25 day of June, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 21, 2021 set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain janitorial cleaning services for the State in consideration of payment by the State of certain sums as specified therein; and as a result of RFB 2466-21.

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:

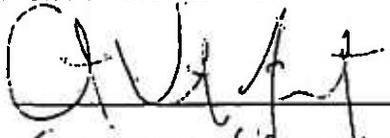
1.8 \$650,000.00

2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period July 1, 2021 through June 30, 2024:

Commission for Human Rights 2. Industrial Drive Concord NH, 03301	Daily Rate			Emergency Rate Hourly
	July 2021 - June 2022	July 2022 - June 2023	July 2023 - June 2024	
5 Cleanings per week	\$38.00	\$38.50	\$39.00	\$25.00

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

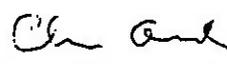
PRO CITY FACILITIES INC.

By:   
CHRISTIAN V. AUGUSTIO  
(Print Name)

Title: PRESIDENT

Date: 06/25/2021

STATE OF NEW HAMPSHIRE

By:   
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 06-25-21

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN PRO CITY FACILITIES INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR JANITORIAL CLEANING SERVICES  
CONTRACT # 8002883**



This First Amendment (hereinafter referred to as the "Amendment"), dated this 20 day of October, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective October 25, 2021 set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

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

1.8 \$1,100,000.00

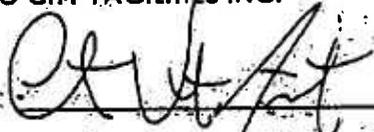
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period October 25, 2021 through June 30, 2024:

Location	Section A Daily Rate			SECTION C Emergency Cleaning
	September 2021 - September 2022	October 2022 - September 2023	October 2023 - June 2024	Emergency Rate Per Hour
<b>Agency - Department of Transportation (Grouped - will be awarded to one (1) Vendor)</b> Both Locations are to have five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year) Day Matron/Porter 11:30 A.M.-3:30 P.M. Nightly Maintenance - 4:00 PM to 12 A.M. (John O. Morton Building) Nightly Maintenance - 4:30 P.M. to 9:00 P.M. (Bureau of Materials and Research)				
DOT John O. Morton Building	\$504.00	\$528.00	\$528.00	\$22.00
DOT Bureau of Materials and Research	\$123.00	\$124.00	\$125.00	\$22.00

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

Contractor Imms: CA  
Date: 11/20/21

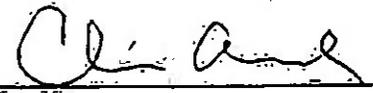
PRO CITY FACILITIES INC.

By:   
CHRISTIAN AUGUSTO  
(Print Name)

Title: PRESIDENT

Date: 10/20/2021

STATE OF NEW HAMPSHIRE

By:   
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 10-29-21

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

DATE:

CONTRACT FOR: Janitorial Cleaning

CONTRACT #: 8002883

COMMÓDITY/NIGP CODE: 910\*

CONTRACTOR: Pro City Facilities Inc.

VENDOR CODE #: 226114

SUBMITTED FOR ACCEPTANCE BY:



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

PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



cn=Paul A Rhodes, o=Div of  
Procurement Support Services,  
ou=Bureau of Purchase and  
Property,  
email=Paul.A.Rhodes@das.nh.gov,  
c=US  
2021.06.10 15:33:42 -04'00'

PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,  
o=Department of Administrative  
Services, ou=Division of  
Procurement Support Services,  
email=Gary.S.Lunetta@das.nh.gov,  
v, c=US  
Date: 2021.06.11 08:50:04 -04'00'

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

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



CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6/14/21

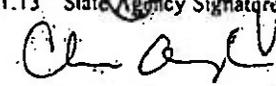
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Administrative Services Bureau of Purchase and Property		<b>1.2 State Agency Address</b> 25 Capitol Street, Room 102 Concord, NH 03301	
<b>1.3 Contractor Name</b> Pro City Facilities Inc. VC#226114		<b>1.4 Contractor Address</b> 100 Willow Street, Suite 9, Manchester, NH 03103	
<b>1.5 Contractor Phone Number</b> 603-854-0641	<b>1.6 Account Number</b> Various	<b>1.7 Completion Date</b> June 30, 2024	<b>1.8 Price Limitation</b> \$550,000.00
<b>1.9 Contracting Officer for State Agency</b> Jeff Haley		<b>1.10 State Agency Telephone Number</b> 603-271-2201	
<b>1.11 Contractor Signature</b>  Date: 06/04/2021		<b>1.12 Name and Title of Contractor Signatory</b> Christian Augusto, President	
<b>1.13 State Agency Signature</b>  Date: 6/14/21		<b>1.14 Name and Title of State Agency Signatory</b> Charles M. Arlinghaus, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By: _____ On: _____			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b> G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials CA  
 Date 06/04/21

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A  
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials CA  
Date 06/04/21

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Pro City Facilities Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Janitorial Cleaning Services in accordance with the bid submission in response to State Request for Bid #2419-21 and as described herein.

**2. CONTRACT DOCUMENTS**

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

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

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

**3. TERM OF CONTRACT**

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

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

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

**4. SCOPE OF WORK**

**PER OCCURRENCE SERVICES:**

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

**SCOPE OF SERVICES:**

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

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

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

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

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

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

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

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

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

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

Contractor Initials CA  
Date 06/04/21

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

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

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

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

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

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

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

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

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

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

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the State are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the State shall be duplicated. The Contractor shall report the loss of keys or access cards to the Contracting Officer. In the event keys are lost, the Contractor shall be required, upon direction of the Contracting Officer, to rekey or replace the affected lock or locks; however, the State, at its option, may replace the affected lock or locks or perform rekeying. When the

replacement or locks or rekeying is performed by the State, the total cost of rekeying or the replacements of the lock(s) shall be deducted from the monthly payment due to the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system may be replaced by the State and the total cost deducted from the monthly payment due to the Contractor. It is the responsibility of the Contractor to prohibit the use of keys issued by the State by any persons other than the work staff.

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

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

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

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

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

#### Definitions of Work and Work Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Stripping a Resilient Tile Floor:**

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

**Building a Shine on a VCT Resilient Tile Floor:**

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

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

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

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

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

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

**Rubber Tile/Rolled Rubber Floors -**

**For lightly soiled surfaces:**

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

**For heavily soiled surfaces:**

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

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

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

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

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

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

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

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

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

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

#### 5. TERMINATION

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

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

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

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:  
[https://das.nh.gov/purchasing/Contractorregistration/IS\(a0fzcv55ghaëqs45jpya5i45\)/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/IS(a0fzcv55ghaëqs45jpya5i45)/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 janitorial cleaning services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$550,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

Location	Section A Daily Rate			SECTION C Emergency Cleaning
	July 2021 2022	June 2023	July 2023 2024	Emergency Rate (hourly rate)
<b>Agency: New Hampshire Employment Security</b> All NHES Locations are have three (3) cleanings per week (3 days/week x 52 = 156 cleanings per year)				
NHES Salem	\$38.00	\$38.00	\$38.00	\$25.00
NHES Portsmouth	\$39.00	\$40.00	\$40.75	\$25.00
NHES Nashua	\$38.00	\$38.75	\$39.75	\$25.00
<b>Agency: Court Facilities</b> All Court Facility Locations are have five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)				
Hillsborough Circuit Courthouse	\$45.00	\$45.98	\$46.50	\$25.00
<b>Agency: DOS State Police</b> All NHSP Locations are have five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year) EXCEPT FOR Troop B & Windham Weigh Stations require three (3) cleanings per week (3 days/week x 52 = 126 cleanings per year)				
State Police Troop A	\$32.00	\$32.00	\$32.00	\$25.00
State Police Troop B/DOT District 5	\$46.00	\$47.50	\$48.00	\$25.00
State Police, Windham Weigh Stations	\$36.00	\$36.00	\$36.00	\$25.00
<b>Agency: DOS Marine Patrol</b> Requires five (5) cleanings per week for six (6) months and two cleanings per week for six (6) months (5 days/week x 26 = 130 plus 2 days/week x 52 for a total of 182 cleanings per year)				
Marine Patrol	\$71.00	\$72.00	\$73.00	\$25.00
<b>Agency: Department of Corrections Field Services</b> All DOC Locations are have one (1) cleanings per week (1 days/week x 52 = 52 cleanings per year)				
DOC Nashua	\$42.00	\$42.75	\$43.75	\$25.00
DOC Keene	\$32.00	\$32.50	\$33.00	\$25.00

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<b>Agency General Services</b> All General Services Locations are have five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)				
Administrative Services Historical Society	\$36.00	\$36.75	\$38.50	\$25.00
<b>Agency Lottery Commission</b> Location requires five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)				
Lottery Commission	\$42.00	\$42.50	\$43.00	\$25.00
<b>Agency Department of Transportation</b>				
DOT District 6 Requires three (3) cleanings per week (3 days/week x 52 = 156 cleanings per year)	\$38.00	\$39.00	\$39.50	\$25.00
DOT District 4 Requires five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)	\$38.00	\$39.00	\$39.50	\$25.00
<b>Agency Department of Natural and Cultural Resources</b> Requires two (2) cleanings per week (2 days/week x 52 = 104 cleanings per year)				
DNCR Lancaster				
DNCR Concord	\$68.00	\$68.50	\$69.00	\$25.00
<b>Agency Fish &amp; Game</b> Both locations require two (2) cleanings per week (2 days/week x 52 = 104 cleanings per year)				
Fish & Game Region 3	\$41.00	\$42.00	\$43.00	\$25.00
Fish & Game Region 4	\$23.00	\$23.50	\$24.00	\$25.00
<b>Agency Department of Education</b> Both locations require three (3) cleanings per week (3 days/week x 52 = 156 cleanings per year)				
Vocational Rehabilitation Manchester	\$36.50	\$37.00	\$37.25	\$25.00

### 3. INVOICE

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

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

### 4. PAYMENT

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

EXHIBIT D

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Date 06/04/21

RFB #2419-21 is incorporated here within.

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Date 06/04/21

Certificate of Authority # 1

(Corporation, Non-Profit, Corporation)

Corporate Resolution

I, PAULA AUGUSTO, hereby certify that I am duly elected Clerk/Secretary/Officer of

PRO CITY FACILITIES SERVICES, I hereby certify the following is a true copy of a vote taken at  
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on March 20<sup>th</sup>, 2012  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That CHRISTINA AUGUSTO (may list more than one person) is  
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of  
PRO CITY FACILITIES SERVICES with the State of New Hampshire and any of  
(Name of Corporation)

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

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

DATED: 06/08/2021

ATTEST:   
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)  
06/08/2021

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

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

PRODUCER Eames Insurance Services LLC 78 Airport Rd Concord NH 03301	CONTACT Taylor D. Eames
	PHONE 603-225-7653
INSURED PRO CITY FACILITIES SERVICES INC 100 WILLOW STREET SUITE 9 MANCHESTER NH 03102	INSURER(S) AFFORDING COVERAGE INSURER A: Ohio Security (Liberty Mutual)
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

CLASS	TYPE OF INSURANCE	ADDISUR (NSL/NO)	POLICY NUMBER	POLICY EFF. DATE (MM/YY)	POLICY EXP. DATE (MM/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENL-AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOI		BK558419253	12/11/2020	12/11/2021	EACH OCCURRENCE: 1,000,000 DAMAGE TO RENTED: 500,000 MEDICAL (ANYONE): 15,000 PERSONAL & ADV INJURY: 1,000,000 GENERAL AGGREGATE: 3,000,000 PRODUCTS-COMP/OP AGG: 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAS58419253	12/11/2020	12/11/2021	COMBINED SINGLE LIMIT (Excess): 1,000,000 BODILY INJURY (Per Person): BODILY INJURY (Per Accident): PROPERTY DAMAGE (Per Accident):
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB COV. EXTENSION: 10,000		USO58419253	12/11/2020	12/11/2021	EACH OCCURRENCE: 2,000,000 AGGREGATE:
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY EMPLOYER PARTIAL EXECUTIVE (Mandatory in NH) DESCRIPTION OF OPERATION: NH & MA RATED STATES	Y/N Y	XV558419253	12/11/2020	12/11/2021	BY STATE: 100% BY STATE: 100% E.L. EACH ACCIDENT: 1,000,000 E.L. DISEASE - EA EMPLOYEE: 1,000,000 E.L. DISEASE - POLICY LIMIT: 1,000,000

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

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

ACORD 25 (2010/05)

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

## Business Information

### Business Details

Business Name: PRO CITY FACILITIES SERVICES INC	Business ID: 668477
Business Type: Domestic Profit Corporation	Business Status: Good Standing
Business Creation Date: 03/20/2012	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 03/20/2012	
Principal Office Address: 250 Commercial St. suite 3011A, Manchester, NH, 03101, USA	Mailing Address: 250 Commercial St. suite 3011A, Manchester, NH, 03101, USA
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Annual Report Year: 2021
	Next Report Year: 2022
Duration: Perpetual	
Business Email: info@procityfacilitieservices.com	Phone #: 603-854-0641
Notification Email: info@procityfacilitieservices.com	Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Not Required	



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
DIVISION OF PROCUREMENT AND SUPPORT SERVICES  
25 Capitol Street - Room 102  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603) 271-8201

Gary Lunetta  
Director  
(603) 271-2201

## INVITATION TO BID

October 13, 2023

NOTICE OF BID #2838-24

TITLE: **Janitorial Cleaning Services at the Commission of Human Rights**  
SUBMISSION DEADLINE DATE AND TIME: **October 31, 2023 11:00 AM EST**

The State of New Hampshire is soliciting bid requests for the above. To participate, please go to the State of New Hampshire, Department of Administrative Services (DAS), Bureau of Purchase and Property Website at:

### Current Bidding Opportunities

\*Note: If link does not work, please type <https://apps.das.nh.gov/bidscontracts/bids.aspx>

- Click on the "Search by Bid #" field and enter in the bid number above.
- Click on "Search" button to bring up the listing.
- In the column below "Bid #" click on the link to view the bid packet.
- All attachments and addenda will appear in the following columns.

Prior to submitting your bids, be sure to check this site to see if any addenda have been issued.

Sincerely,  
Steven Burgess  
Purchasing Agent  
Telephone: 603-271-2009  
E-mail: [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)



**BUSINESS NAME/ADDRESS LOCATION**

Legal Entity Name: Pro City Facilities Services Inc  
 Doing Business As Name: \_\_\_\_\_  
 Payment Address: 8030 S. WILLOW ST, UNIT 3-1  
 City/Town: Manchester STATE: NH ZIP: 03103 COUNTRY: US  
 Business Address: 8030 S. WILLOW ST, UNIT 3-1  
 City/Town: Manchester STATE: NH ZIP: 03103 COUNTRY: US  
 Telephone #: 603 518 5869 Cell Phone #: 603 854 0641 FAX #: \_\_\_\_\_  
 Contact Person: Christian Website: \_\_\_\_\_ E-Mail (Main Office): INFO@PRO-CITY-FACILITIES-SERVICES.COM

Electronic Payment Option: Please contact Treasury at [ACHProcessing@treasury.nh.gov](mailto:ACHProcessing@treasury.nh.gov) or visit their website at [Department of Treasury](#) for further information on this option. Registration as a vendor must be completed prior to contacting.

**TYPE OF BUSINESS**

(Note: Registration with the NH Secretary of State **MUST** be done prior to the awarding of any contracts) [Secretary of State Corporate Division Registration \(603\) 271-3244](#)

Registered with NH Secretary of State? YES  NO

Select the appropriate designations for your Entity:

- |                             |                                     |                                |                          |                                  |                          |
|-----------------------------|-------------------------------------|--------------------------------|--------------------------|----------------------------------|--------------------------|
| Minority Institutions       | <input type="checkbox"/>            | Minority Owned Large Business  | <input type="checkbox"/> | Minority Owned Small Business    | <input type="checkbox"/> |
| Disabled Veteran Business   | <input type="checkbox"/>            | Svs Disabled Veteran Owned     | <input type="checkbox"/> | Veteran Owned Small Business     | <input type="checkbox"/> |
| Physically Challenged Bus   | <input type="checkbox"/>            | SBA Cert Fin Disadvantaged Bus | <input type="checkbox"/> | SBA Cert Ilist Underutilized Bus | <input type="checkbox"/> |
| Historically Black Colleges | <input type="checkbox"/>            | Women Owned Sm Bus             | <input type="checkbox"/> | Women Owned Large Businesses     | <input type="checkbox"/> |
| Small Business              | <input checked="" type="checkbox"/> | SBA Cert Sm Disadvantaged Bus  | <input type="checkbox"/> |                                  |                          |

**SIGNATURE BLOCK**

I certify the above information to be correct and grant authorization to the State of New Hampshire to investigate any and all facts contained therein, including facility visitation.

Name and Title (print or type): Christian Augusto, President  
 Signature: [Handwritten Signature] Date: 10/30/23

**RETURN ADDRESS**

(Phone) 603-271-2201  
 (Fax) 603-271-2700  
[prch\\_web@das.nh.gov](mailto:prch_web@das.nh.gov)  
<http://das.nh.gov/purchasing>

DIVISION OF PROCUREMENT & SUPPORT SERVICES  
 BUREAU OF PURCHASE AND PROPERTY  
 STATE HOUSE ANNEX, ROOM 102  
 25 CAPITOL STREET  
 CONCORD NH 03301-6398



STATE OF NEW HAMPSHIRE  
ALTERNATE W-9 FORM

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 24% withholding on each payment made to you. To avoid this 24% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

Legal Entity Name: Pro City Facilities Services Inc

Doing Business As Name: \_\_\_\_\_

Payment Address: 8030 S Willow St, Unit 3-1

City/Town: Mandeville STATE: NH ZIP: 03103 COUNTRY: US

Business Address: 8030 S Willow St, Unit 5-1

City/Town: Mandeville STATE: NH ZIP: 03103 COUNTRY: US

Telephone #: 603 785 869 Cell Phone #: \_\_\_\_\_ FAX #: \_\_\_\_\_

Contact Person: Christian Website: \_\_\_\_\_ E-Mail (Main Office): INFO@PROCITYFACILITIES SERVICES.COM

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return

Social Security # (SSN): \_\_\_\_\_ Fed ID # (EIN/FIN): 454837007

PRINCIPAL ACTIVITY

Service Provider  Product/Merchandise Provider  Other Provider

List the principal type of service, product or other that is provided: Janitorial Services

Medical/Health Care Services  Legal Services  1099 Grant Reportable

DESIGNATION (select ONLY THOSE which apply to you/your organization as provided to the IRS)

Individual/Sole-Proprietor  Corporation (S)  Government  
 Single Member LLC  Corporation (C)  Travel/Intern  
 LLC (C Corporation)  Partnership  Refund/Reimbursement  
 LLC (S Corporation)  Estate or Trust  Tax-Exempt  
 LLC (P Partnership)

EXEMPTIONS: \_\_\_\_\_ Exemption from FATCA reporting: \_\_\_\_\_

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge & belief.

NAME & TITLE (print or type): Christian Augusto, President

TELEPHONE #: 603 785 869 CELL PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: 10/30/23

E-Mail (Main Office): INFO@PROCITYFACILITIES SERVICES.COM Website: WWW.PROCITYFACILITIES SERVICES.COM

PLEASE RETURN WHEN COMPLETED TO:  
Email: PRCH.WEB@DAS.NH.GOV  
(Phone) 603-271-2201  
(FAX) 603-271-2700  
http://das.nh.gov/purchasing

DIVISION OF PROCUREMENT & SUPPORT SERVICES  
BUREAU OF PURCHASE & PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 10/20/23

Company Name: Pro City Facilities Services Inc  
Address: 8030 S. Willow St, Unit 3-1  
Mondakaw, NH 03103

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

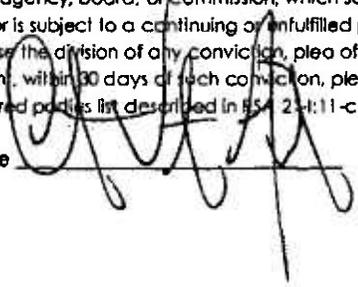
RE: Bid Invitation Name: Janitorial Cleaning Services at the Commission of Human Rights  
Bid Number: 2838-24  
Bid Posted Date (on or by): 10/13/2023  
Bid Closing Date and Time: 10/31/2023 @ 11:00 AM (EST)  
Dear Mr. Burgess,

(Insert name of signor) Christian Augusto on behalf of Pro City Facilities Services (insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2838-24 for Janitorial Cleaning Services at the Commission of Human Rights at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

Authorized Signor's Signature



Authorized Signor's Title

President

Contractor Initials CA  
Date 10/20/23

**REQUEST FOR BID FOR JANITORIAL CLEANING SERVICES AT  
THE COMMISSION OF HUMAN RIGHTS FOR THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

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

**INSTRUCTIONS TO VENDOR:**

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

**BID SUBMITTAL:**

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

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

**BID INQUIRIES:**

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

Questions shall be submitted by E-mail to Steve Burgess at [Steven.H.Burgess@DAS.NH.Gov](mailto:Steven.H.Burgess@DAS.NH.Gov).

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

**BID DUE DATE:**

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

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

**ADDENDA:**

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

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

**TIMELINE:**

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

10/13/2023 Bid Solicitation distributed on or by  
10/19/2023 Site Visitation at 11:00 AM  
10/24/2023 Last day for questions, clarifications, and/or requested changes to bid.  
10/31/2023 11:00 AM (EST) Bid Closing  
01/01/2024 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 January 1, 2024, or upon execution by the Commissioner of the Department of Administrative Services or Governor and Council, whichever is earlier (the "effective date") and shall continue thereafter for a period of approximately six (6) months.

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

**CONTRACT AWARD:**

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

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

Contractor Initials CA  
Date 10/30/23

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

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

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

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

**LIABILITY:**

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

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

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

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

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

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

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

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

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

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

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

**TERMINATION:**

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

**VENDOR CERTIFICATIONS:**

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

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

**BID PRICES:**

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

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

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

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

**AUDITS AND ACCOUNTING:**

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

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

**ESTIMATED USAGE:**

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

**USAGE REPORTING:**

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

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

**ESTABLISHMENT OF ACCOUNTS:**

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

**PAYMENT:**

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

**INVOICING:**

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

**TERMS OF PAYMENT:**

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

**VENDOR RESPONSIBILITY:**

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

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

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

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

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

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

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

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ahaeas45ipva5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ahaeas45ipva5i45))/welcome.aspx).

**IF AWARDED A CONTRACT:**

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

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

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

**SPECIFICATIONS:**

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

Contractor Initials **CA**  
Date **10/30/23**

**SITE VISITATION:**

A site visitation is required. Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service to determine everything necessary to accomplish the services. The sites will be open to visit on Thursday, October 19, 2023, at 11:00 AM Please contact Lara Phillips-Ramovic at 603-271-2440 or by email at [Lara.Phillips-Ramovic@hrc.nh.gov](mailto:Lara.Phillips-Ramovic@hrc.nh.gov) prior to attending to verify attendance.

**SCOPE OF SERVICES:**

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

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

Commission for Human Rights 57 Regional Dr. Concord, NH 03301	
Ahni Malachi 603-271-6838 Ahni.Malachi@nh.gov	
5 weeknights (Monday - Friday) after 4	
<b>Nightly Maintenance</b>	
Clean Mats	All entrances
Vacuum Carpets	Vacuum all carpeted areas paying special attention to all corners, edges, under desks and other hard to reach places
Sweeping	all hard surface flooring pay special attention to edges and corners
Damp Mopping (with cleaner/disinfecting solution)	all hard surface flooring pay special attention to edges and corners
Low Dust	Dust all the surfaces up to 8 feet taking care to dust sill and base boards.
Glass / Mirror Cleaning	All mirrors, glass partitions / doors and entrance / view window doors
Kitchen Cleaning	Clean all surfaces, microwave (inside and out), outside of refrigerator, inside/outside trash cans and recycling receptacle, tabletop, and chairs.

Lavatory	Clean and sanitize all toilets and sinks every visit. Polish all bright work. Refill all dispensers (hand soap, bath tissue and paper towels - to be provided by client) Dust all air vents. Clean all mirrors Remove trash liners and replace with each visit taking care to clean receptacle and transport trash to designated area. Wash inside/outside trash cans. restock toilet paper, paper towels and hand soap dispensers
Receptacle Emptying - Internal & External	Remove all trash liners taking care to refine barrels with each service. All trash to be transported to designated area.
Spot Clean Carpeting	All floors
Spot Clean Floors	All floors
Spot Clean Furniture	All floors
Spot Clean Kitchens / Lavatory	All partitions, counters, sinks, tiled walls, and interior of waste cans / sanitary disposal containers
Spot Clean Walls, Wall Panels & Partitions, Doors, Light Switches	All floors
Drinking Fountains	Disinfect Daily
<b>Every Other Night Maintenance</b>	
Low Dust	All ledges, furniture, pictures and windowsills
<b>Weekly Maintenance</b>	
High Dust	All Floors
Vacuum Upholstered Chairs	All Floors
Detail Clean	All Floors, edges, corners, and thresholds
All Restrooms	Scrub, clean, disinfect grout, all partitions, counters, tile, urinals, toilets, walls/floors, waste can liners, sanitary disposal containers
<b>Monthly Maintenance</b>	
Metal Polishing	All light fixtures, interior & exterior door hardware, interior handrails, kick plates & drinking fountains (brass, stainless & aluminum)
<b>Special Additional Information</b>	
<p>Approximate Sq. Ft = 9600 square feet - 98% carpet 2% tile in restrooms and kitchen          Bathrooms 2          Emergency daytime cleaning of Restrooms/Public area on a per event basis as requested          State supplies Paper Towels, Toilet Paper, Hand Soap, and trash can liners</p>	

**VENDOR'S EMPLOYEES AND SUPERVISORS:**

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

**PER OCCURRENCE SERVICES:**

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

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

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

All services performed under any awarded Contract(s) shall be performed as described herein. The Vendor may schedule work during other work times, provided that they obtain prior approval of the Facility Contact Person.

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

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

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

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

**DAILY LOG:**

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

**WORK SCHEDULE:**

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

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

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

It is expected that the Vendor and its personnel will maintain a condition of excellence meeting the requirements of the Contracting Officer. The Contracting Officer, or designee shall be the sole judge of the level of cleanliness and compliance with the requirements of the Contract; their decision as to acceptance shall be final. Should the Contracting Officer deem the work provided as unacceptable, the Vendor will be provided with up to fifteen (15) days period to cure said default. If the Vendor does not cure the default after that period or if the Contracting Officer finds a subsequent instance of work which is deemed unacceptable, said failure shall be grounds for immediate termination of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DEFINITIONS OF WORK AND WORK STANDARDS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Stripping a Resilient Tile Floor:**

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

**Building a Shine on a VCT Resilient Tile Floor:**

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

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

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

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

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

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

*Rubber Tile/Rolled Rubber Floors –*

For lightly soiled surfaces:

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

For heavily soiled surfaces:

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

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

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

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

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

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

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

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

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

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

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

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

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

**OFFER:**

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

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

The Contractor shall be responsible for the provision of janitorial services for the Commission for Human Rights, which consists of: Square Footage: approximately 9,600 s/f Flooring: 98% carpet; 2% tile/linoleum Bathrooms: 2	Daily Rate	Emergency Rate (hourly rate)
Commission for Human Rights, 57 Regional Dr., Concord, NH 03301	\$ 52.00	\$ 35.00

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

Contractor Initials OA  
Date 10/30/23

**VENDOR CONTACT INFORMATION:**

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

Christham Augusto 6035185869 \_\_\_\_\_  
Contact Person Local Telephone Number Toll Free Telephone Number

info@procityfacilitieservices.com www.procityfacilitieservices.com  
E-mail Address Company Website

Pro City Facilities Services Inc 8030 S. Willow St, Unit 3-1, Mandeville, NY 07103  
Vendor Company Name Vendor Address

**ATTACHMENTS:**

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

Attachment 1: Sample P-37 Form

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

The Bid Opening is open to the public online on 10/31/2023 at 11:00 AM at the following:

Microsoft Teams meeting  
**Join on your computer, mobile app or room device**  
[Click here to join the meeting](#)  
Meeting ID: 221 652 404 996  
Passcode: 6UmsEB  
[Download Teams](#) | [Join on the web](#)  
**Join with a video conferencing device**  
nhgov@m.webex.com  
Video Conference ID: 119 851 237 4  
[Alternate VTC instructions](#)  
**Or call in (audio only)**  
+1 603-931-4944..141001374# United States, Concord  
Phone Conference ID: 141 001 374#  
[Find a local number](#) | [Reset PIN](#)  
[Learn More](#) | [Meeting options](#)

# ATTACHMENT 1

## SAMPLE FORM TO BE COMPLETED UPON AWARD

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

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

### AGREEMENT

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

#### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

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

Contractor Initials **CA**  
Date **10/20/27**

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and

the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

#### 8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

#### 9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

#### 10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

16. **WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

#### 19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Contractor Initials CA  
Date 10/30/23