

mac



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

77

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

March 27, 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 contract with Amoskeag Maintenance Services, LLC (VC# 166154), Bow, NH, in an amount up to and not to exceed \$832,040.00 for sand sweeping and removal services with an option to extend for up to an additional two years effective upon Governor and Executive Council approval through March 31, 2029.

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

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2860-24 on December 6, 2023, with responses due on January 3, 2024. This bid reached 12 vendors through the NIGP registry with an additional 22 directly sourced. There was one compliant response received from the incumbent contractor, Amoskeag Maintenance Services, LLC (Contract #8002817) due to the lack of available local providers. Vendors who are not available locally were interested but needed to store equipment on site when not in use which is not permitted for liability reasons. This contract will provide continued sand sweeping and removal services throughout the State for spring cleanup to maintain a clean and professional appearance to the public.

This requested contract reflects a 3% overall cost savings for the same locations between the expiring contract and the new contract as shown in Amoskeag Maintenance Services, LLC's bid response when compared to the current contract (Contract #8002817) pricing. There are a total of 19 new locations under this new contract which attributes to a \$139,850.00 increase over the proposed five-year term. The forecasted spend is calculated from actual expenditures in business intelligence reports for the last three years, providing a more accurate estimation of spend and includes an allowance of 10% for items purchased under the contractor's balance of product line.

Contract financials	
Estimated annual spend	\$151,280.00
Estimated 5-year term spend	\$756,400.00
Add allowance for balance of product line (10%)	\$75,640.00
Requested price limitation	\$832,040.00

The proposed contract with Amoskeag Maintenance Services, LLC includes a provision whereby price decreases take effect as they become available to the general trade which will be closely monitored by the BoPP.

Based on the foregoing, I am respectfully recommending approval of the contract with Atlantic Tactical, Inc.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ch Arl", written in a cursive style.

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	Sand Sweeping and Removal Services	Agency	Sta
RFB#	2860-24	Requisition#	
Agent Name	Jonah Rosa	Bid Closing	1/3/2024

Indicates Award:

Estimated annual spend	\$151,280.00	Expiring contract annual	\$156,560.00
Estimated term spend	\$756,400.00	Expiring contract term	\$782,800.00
Add allowance for balance of product line	\$75,640.00	Cost savings	-\$26,400.00
Recommended price limitation	\$832,040.00	Delta: new vs. expiring	-3%

Department	Agency / Bureau	Facility Name	Address	Town
Department of Health and Human Services		NH Veterans Home	139 Winter Street	Tilton
Department of Safety	DMV	MRT and EZ-Pass Nashua	110 Broad Street	Nashua
Department of Natural and Cultural Resources		Central Parking Area - Hampton	Haverhill Street to H Street	Hampton
Department of Natural and Cultural Resources		NORTH HAMPTON	33 Ocean Blvd.	No Hampton
Department of Safety	EOD / Marine Patrol		3 Higgins Road	Belmont
Department of Administrative Services	Central Facilities Bureau	Records and Archives	71 South Fruit Street	Concord
Department of Safety	Marine Patrol	Marine Patrol Headquarters	31 Dock Road	Gilford
Department of Administrative Services	Central Facilities Bureau	Legislative Parking Garage	Storrs Street	Concord
Department of Administrative Services	Central Facilities Bureau	Spaulding Hall	107 Pleasant Street	Concord
Department of Natural and Cultural Resources		HAMPTON BEACH NORTH	549 Ocean Blvd No To High Street	North Hampton
Department of Natural and Cultural Resources		"C" Bay to "K" Bay	300 Ocean Blvd to 497 Ocean Blvd.	Hampton
Department of Administrative Services	Central Facilities Bureau	Health & Human Services	27-29 Hazen Drive	Concord
Department of Administrative Services	Central Facilities Bureau	Morton Building and Materials and Research	7 Hazen Drive	Concord
Department of Natural and Cultural Resources		North of Chamber to Marine Monument	C Street To Marine Monument Heading North	Hampton
Department of Natural and Cultural Resources		JENNESS BEACH	2280 Ocean Blvd.	Rye
Department of Administrative Services	Central Facilities Bureau	Walker Building	21 South Fruit Street	Concord
Department of Natural and Cultural Resources		OCEAN BLVD	D Street To Memorial Monument	Hampton
Department of Administrative Services	Central Facilities Bureau	M&S - Dept. of Revenue	109 Pleasant Street	Concord
Department of Administrative Services	Central Facilities Bureau	Dept. of Safety Building	33 Hazen Drive	Concord
Department of Administrative Services	Central Facilities Bureau	DMV Testing & Licensing	23 Hazen Drive	Concord
Department of Administrative Services	Bureau of Courts	MILFORD CIRCUIT COURT	4 Meadowbrook Drive	Milford
Employment Security			2000 Lafayette Road	Portsmouth
Employment Security			29 Broadway	Salem
Department of Administrative Services	Central Facilities Bureau	Londergan Hall	101 Pleasant Street	Concord
Employment Security			6 Townsend West Street	Nashua
Department of Military Affairs and Veteran's Services		State Military Reservation	4 Pembroke Road	Concord
Department of Administrative Services	Bureau of Courts	Supreme Court	1 Noble Drive	Concord
Department of Administrative Services	Central Facilities Bureau	DOT Mechanical Services	33 Smokey Bear Blvd.	Concord
Department of Administrative Services	Central Facilities Bureau	Emergency Operations Center	110 Smokey Bear Blvd.	Concord
Department of Natural and Cultural Resources		North Beach	North Dumas Avenue	Hampton
Department of Administrative Services	Central Facilities Bureau	Green St. Parking Lot	Green Street & School Street Corner	Concord
Department of Administrative Services	Central Facilities Bureau	Johnson Hall	95 Pleasant Street	Concord
Department of Administrative Services	Central Facilities Bureau	State Library Parking Lot	Corner of State Street & Center Street	Concord



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Department of Administrative Services	Central Facilities Bureau	Legislative Office Building	33 North State Street	Concord
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Hillsborough	140 West Main Street	Hillsborough
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Nashua	154 Daniel Webster Highway	Nashua
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Franklin	300 South Main Street	Franklin
Employment Security			426 Union Avenue	Laconia
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Manchester	1059 Canal Street	Manchester
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Portsmouth	803 Mcgee Drive	Portsmouth
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Milford	154 Osgood Road	Milford
Department of Administrative Services	Central Facilities Bureau	Smokey Bear Blvd	from 106 to fire academy - roadway	Concord
Department of Safety	State Police	Troop D	139 Iron Works Road	Concord
Department of Safety	State Police	Troop G	91 Airport Road	Concord
Department of Administrative Services	Central Facilities Bureau	Admin services	25 Capitol Street	Concord
Department of Safety	State Police	Troop A	315 Calef Highway	Epping
Department of Military Affairs and Veteran's Services		Army Aviation Support Facility	26 Regional Drive	Concord
Department of Natural and Cultural Resources		State Employee Lot	F Street	Hampton
Department of Safety		Fire Academy	98 Smokey Bear Blvd.	Concord
Department of Administrative Services	Central Facilities Bureau	64 South Street	64 South Street	Concord
Department of Administrative Services	Central Facilities Bureau	19 Pillsbury Street	19 Pillsbury Street	Concord
Department of Safety		NHHS Corner of Maple St. and Hanover St.	300 Hanover Street	Manchester
Department of Health and Human Services		Hampstead Hospital Residential Treatment Facility	218 East Road	Hampstead
Department of Health and Human Services		NH Hospital	36 Clinton St	Concord
Department of Administrative Services	Bureau of Courts	MERRIMACK COUNTY SUPERIOR COURT	5 Court Street	Concord
Department of Administrative Services	Bureau of Courts	ROCKINGHAM COUNTY COURT	#10 Route 125	Brentwood
Department of Safety	DMV	Boston Express Bus Terminal	2 GaRoaden Lane	Londonderry
Department of Administrative Services	Bureau of Courts	LACONIA CIRCUIT COURT	26 Academy Street	Laconia
Department of Administrative Services	Bureau of Courts	HILLSBOROUGH COUNTY COURT SOUTH	30 Spring Street	Nashua
Department of Safety	DMV	Park and Ride	41 Calef Highway	Epping
Department of Administrative Services	Bureau of Courts	HILLSBOROUGH COUNTY SUPERIOR - NORTH	300 Chestnut Street	Manchester
Department of Administrative Services	Central Facilities Bureau		Hazen Drive - roadway	Concord
Department of Administrative Services	Bureau of Courts	MANCHESTER CIRCUIT COURT	35 Amherst Street	Manchester
Department of Administrative Services	Bureau of Courts	MERRIMACK CIRCUIT COURT	4 Baboosic Lake Road	Merrimack
Department of Health and Human Services		NH Veterans	110 Daniel Webster Highway	Concord
Department of Health and Human Services		Philbrook	121 South Fruit St	Concord
Department of Administrative Services	Bureau of Courts	FRANKLIN CIRCUIT COURT	7 Hancock Terrace	Franklin
Department of Administrative Services	Bureau of Courts	PORTSMOUTH CIRCUIT COURT	111 Parrott Avenue	Portsmouth
Department of Administrative Services	Bureau of Courts	HAMPTON CIRCUIT COURT	3 Timber Swamp Rd	Hampton
Department of Administrative Services	Bureau of Courts	CONCORD CIRCUIT COURT	32 Clinton Street	Concord
Department of Administrative Services	Bureau of Courts	DERRY CIRCUIT COURT	10 Courthouse Lane	Derry
Department of Safety	DMV	UNH West Edge Parking lot (CDL testing area)	West Edge Drive	Durham
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Littleton	350 Meadow Street	Littleton
Employment Security			518 White Mountain Highway	Conway
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Plymouth	19 Armory Road	Plymouth
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Berlin	2169 Riverside Drive	Berlin
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Somersworth	15 Blackwater Road	Somersworth
Employment Security			404 Washington Street	Claremont
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Rochester	106 Brock Street	Rochester
Department of Safety	State Police	Troop E	1864 White Mountain Highway	Tamworth
Department of Safety	DMV		50 Boston Harbor Road	Dover



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Employment Security			151 Pleasant Street	Berlin
Department of Safety	State Police	Troop C	15 Ash Brook Drive	Keene
Employment Security			6 Marsh Brook Drive	Somersworth
Department of Safety	State Police	Troop F	549 Rt 302	Twin Mountain
Department of Safety	DMV		17 Bradeo Street	Keene
Department of Military Affairs and Veteran's Services		NHARNG Regional Training Institute	11 Academy Avenue	Center Strafford
Department of Administrative Services	Bureau of Courts	DOVER CIRCUIT COURT	25 St. Thomas Street	Dover
Department of Administrative Services	Bureau of Courts	JAFFREY-PETERBOROUGH CIRCUIT COURT	84 Peterborough St/Rt. 202	Jaffrey
Department of Administrative Services	Bureau of Courts	COOS COUNTY SUPERIOR COURT	55 School Street	Lancaster
Department of Administrative Services	Bureau of Courts	LEBANON CIRCUIT COURT	38 Centerra Parkway	Lebanon
Department of Administrative Services	Bureau of Courts	CONWAY CIRCUIT COURT	35 East Conway Road, Rt. 302	North Conway
Department of Administrative Services	Bureau of Courts	CARROLL COUNTY COURT	96 Water Village Road	Ossipee
Department of Administrative Services	Bureau of Courts	PLYMOUTH CIRCUIT COURT	26 Green Street	Plymouth
Department of Administrative Services	Bureau of Courts	ROCHESTER CIRCUIT COURT	76 North Main Street	Rochester
				Sub Total

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	5 years with option to extend for two years
Price Limitation	\$832,040.00
Number of Solicitations Received	1
Number of Sourced bidders	22
Number of NIGP Vendors Sourced	12
Number of non-responsive bidders	33
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	ACH and P-Card
FOB Delivered	Yes
Expiring Contract Price Limitation	\$480,000.00
Total Cost Savings (\$/%)	\$139,850.00 6%
<p>Special Notes: There is a 3% cost savings when comparing total term spend between the expiring contract and new contract pricing. However, there is actually a 6% cost savings when comparing pricing between locations on the expiring contract and new contract. \$139,850.00 is additional spend to cover new locations that were not on the expiring contract. Additionally, the significant difference in the new price limitation when compared to the expiring contract price limitation is because the new contract is five years whereas the expiring contract is three years and the new contract contains 19 new sites.</p>	



Division of Procurement Support Services
Bureau of Purchase Property.

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

tewide
N/A
@ 1:30 PM

Amoskeag Maintenance Services, LLC				Expiring Contract					
Per Occurrence Rate (Year 1 & 2)	Per Occurrence Rate (Year 3 & 4)	Per Occurrence Rate (Year 5)	Term Total	Per Occurrence Rate (Year 1 & 2)	Per Occurrence Rate (Year 3 & 4)	Per Occurrence Rate (Year 5)	Extended Cost	Difference	New Locations
\$2,850.00	\$2,850.00	\$2,850.00	\$28,500.00	\$2,350.00	\$2,350.00	\$2,350.00	\$23,500.00	21%	
\$1,800.00	\$1,800.00	\$1,800.00	\$18,000.00	\$850.00	\$850.00	\$850.00	\$8,500.00	112%	
\$3,845.00	\$3,845.00	\$3,845.00	\$38,450.00	\$2,080.00	\$2,080.00	\$2,080.00	\$20,800.00	85%	
\$2,900.00	\$2,900.00	\$2,900.00	\$29,000.00	\$1,595.00	\$1,595.00	\$1,595.00	\$15,950.00	82%	
\$1,500.00	\$1,500.00	\$1,500.00	\$15,000.00	\$850.00	\$850.00	\$850.00	\$8,500.00	76%	
\$950.00	\$950.00	\$950.00	\$9,500.00	\$695.00	\$695.00	\$695.00	\$6,950.00	37%	
\$1,650.00	\$1,650.00	\$1,650.00	\$16,500.00	\$1,450.00	\$1,450.00	\$1,450.00	\$14,500.00	14%	
\$1,550.00	\$1,550.00	\$1,550.00	\$15,500.00	\$1,445.00	\$1,445.00	\$1,445.00	\$14,450.00	7%	
\$600.00	\$600.00	\$600.00	\$6,000.00	\$595.00	\$595.00	\$595.00	\$5,950.00	1%	
\$2,985.00	\$2,985.00	\$2,985.00	\$29,850.00	\$3,080.00	\$3,080.00	\$3,080.00	\$30,800.00	-3%	
\$2,845.00	\$2,845.00	\$2,845.00	\$28,450.00	\$2,940.00	\$2,940.00	\$2,940.00	\$29,400.00	-3%	
\$2,575.00	\$2,575.00	\$2,575.00	\$25,750.00	\$2,670.00	\$2,670.00	\$2,670.00	\$26,700.00	-4%	
\$2,475.00	\$2,475.00	\$2,475.00	\$24,750.00	\$2,570.00	\$2,570.00	\$2,570.00	\$25,700.00	-4%	
\$1,800.00	\$1,800.00	\$1,800.00	\$18,000.00	\$1,895.00	\$1,895.00	\$1,895.00	\$18,950.00	-5%	
\$1,800.00	\$1,800.00	\$1,800.00	\$18,000.00	\$1,895.00	\$1,895.00	\$1,895.00	\$18,950.00	-5%	
\$1,700.00	\$1,700.00	\$1,700.00	\$17,000.00	\$1,795.00	\$1,795.00	\$1,795.00	\$17,950.00	-5%	
\$1,600.00	\$1,600.00	\$1,600.00	\$16,000.00	\$1,695.00	\$1,695.00	\$1,695.00	\$16,950.00	-6%	
\$1,550.00	\$1,550.00	\$1,550.00	\$15,500.00	\$1,645.00	\$1,645.00	\$1,645.00	\$16,450.00	-6%	
\$1,525.00	\$1,525.00	\$1,525.00	\$15,250.00	\$1,620.00	\$1,620.00	\$1,620.00	\$16,200.00	-6%	
\$1,525.00	\$1,525.00	\$1,525.00	\$15,250.00	\$1,620.00	\$1,620.00	\$1,620.00	\$16,200.00	-6%	
\$700.00	\$700.00	\$700.00	\$7,000.00	\$750.00	\$750.00	\$750.00	\$7,500.00	-7%	
\$550.00	\$550.00	\$550.00	\$5,500.00	\$595.00	\$595.00	\$595.00	\$5,950.00	-8%	
\$500.00	\$500.00	\$500.00	\$5,000.00	\$545.00	\$545.00	\$545.00	\$5,450.00	-8%	
\$950.00	\$950.00	\$950.00	\$9,500.00	\$1,045.00	\$1,045.00	\$1,045.00	\$10,450.00	-9%	
\$750.00	\$750.00	\$750.00	\$7,500.00	\$830.00	\$830.00	\$830.00	\$8,300.00	-10%	
\$2,400.00	\$2,400.00	\$2,400.00	\$24,000.00	\$2,695.00	\$2,695.00	\$2,695.00	\$26,950.00	-11%	
\$750.00	\$750.00	\$750.00	\$7,500.00	\$845.00	\$845.00	\$845.00	\$8,450.00	-11%	
\$700.00	\$700.00	\$700.00	\$7,000.00	\$795.00	\$795.00	\$795.00	\$7,950.00	-12%	
\$700.00	\$700.00	\$700.00	\$7,000.00	\$795.00	\$795.00	\$795.00	\$7,950.00	-12%	
\$685.00	\$685.00	\$685.00	\$6,850.00	\$780.00	\$780.00	\$780.00	\$7,800.00	-12%	
\$600.00	\$600.00	\$600.00	\$6,000.00	\$695.00	\$695.00	\$695.00	\$6,950.00	-14%	
\$600.00	\$600.00	\$600.00	\$6,000.00	\$695.00	\$695.00	\$695.00	\$6,950.00	-14%	
\$600.00	\$600.00	\$600.00	\$6,000.00	\$695.00	\$695.00	\$695.00	\$6,950.00	-14%	



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

\$500.00	\$500.00	\$500.00	\$5,000.00	\$595.00	\$595.00	\$595.00	\$5,950.00	-16%	
\$700.00	\$700.00	\$700.00	\$7,000.00	\$850.00	\$850.00	\$850.00	\$8,500.00	-18%	
\$700.00	\$700.00	\$700.00	\$7,000.00	\$850.00	\$850.00	\$850.00	\$8,500.00	-18%	
\$500.00	\$500.00	\$500.00	\$5,000.00	\$620.00	\$620.00	\$620.00	\$6,200.00	-19%	
\$600.00	\$600.00	\$600.00	\$6,000.00	\$750.00	\$750.00	\$750.00	\$7,500.00	-20%	
\$1,700.00	\$1,700.00	\$1,700.00	\$17,000.00	\$2,150.00	\$2,150.00	\$2,150.00	\$21,500.00	-21%	
\$500.00	\$500.00	\$500.00	\$5,000.00	\$645.00	\$645.00	\$645.00	\$6,450.00	-22%	
\$650.00	\$650.00	\$650.00	\$6,500.00	\$850.00	\$850.00	\$850.00	\$8,500.00	-24%	
\$300.00	\$300.00	\$300.00	\$3,000.00	\$395.00	\$395.00	\$395.00	\$3,950.00	-24%	
\$300.00	\$300.00	\$300.00	\$3,000.00	\$395.00	\$395.00	\$395.00	\$3,950.00	-24%	
\$300.00	\$300.00	\$300.00	\$3,000.00	\$395.00	\$395.00	\$395.00	\$3,950.00	-24%	
\$300.00	\$300.00	\$300.00	\$3,000.00	\$395.00	\$395.00	\$395.00	\$3,950.00	-24%	
\$300.00	\$300.00	\$300.00	\$3,000.00	\$395.00	\$395.00	\$395.00	\$3,950.00	-24%	
\$400.00	\$400.00	\$400.00	\$4,000.00	\$545.00	\$545.00	\$545.00	\$5,450.00	-27%	
\$1,150.00	\$1,150.00	\$1,150.00	\$11,500.00	\$1,645.00	\$1,645.00	\$1,645.00	\$16,450.00	-30%	
\$695.00	\$695.00	\$695.00	\$6,950.00	\$1,040.00	\$1,040.00	\$1,040.00	\$10,400.00	-33%	
\$650.00	\$650.00	\$650.00	\$6,500.00	\$1,195.00	\$1,195.00	\$1,195.00	\$11,950.00	-46%	
\$600.00	\$600.00	\$600.00	\$6,000.00	\$1,145.00	\$1,145.00	\$1,145.00	\$11,450.00	-48%	
\$300.00	\$300.00	\$300.00	\$3,000.00	\$670.00	\$670.00	\$670.00	\$6,700.00	-55%	
\$300.00	\$300.00	\$300.00	\$3,000.00	\$1,050.00	\$1,050.00	\$1,050.00	\$10,500.00	-71%	
\$1,285.00	\$1,285.00	\$1,285.00	\$12,850.00	N/A	N/A	N/A	N/A		\$12,850.00
\$1,200.00	\$1,200.00	\$1,200.00	\$12,000.00	N/A	N/A	N/A	N/A		\$12,000.00
\$1,150.00	\$1,150.00	\$1,150.00	\$11,500.00	N/A	N/A	N/A	N/A		\$11,500.00
\$950.00	\$950.00	\$950.00	\$9,500.00	N/A	N/A	N/A	N/A		\$9,500.00
\$950.00	\$950.00	\$950.00	\$9,500.00	N/A	N/A	N/A	N/A		\$9,500.00
\$900.00	\$900.00	\$900.00	\$9,000.00	N/A	N/A	N/A	N/A		\$9,000.00
\$900.00	\$900.00	\$900.00	\$9,000.00	N/A	N/A	N/A	N/A		\$9,000.00
\$800.00	\$800.00	\$800.00	\$8,000.00	N/A	N/A	N/A	N/A		\$8,000.00
\$800.00	\$800.00	\$800.00	\$8,000.00	N/A	N/A	N/A	N/A		\$8,000.00
\$600.00	\$600.00	\$600.00	\$6,000.00	N/A	N/A	N/A	N/A		\$6,000.00
\$600.00	\$600.00	\$600.00	\$6,000.00	N/A	N/A	N/A	N/A		\$6,000.00
\$600.00	\$600.00	\$600.00	\$6,000.00	N/A	N/A	N/A	N/A		\$6,000.00
\$500.00	\$500.00	\$500.00	\$5,000.00	N/A	N/A	N/A	N/A		\$5,000.00
\$500.00	\$500.00	\$500.00	\$5,000.00	N/A	N/A	N/A	N/A		\$5,000.00
\$500.00	\$500.00	\$500.00	\$5,000.00	N/A	N/A	N/A	N/A		\$5,000.00
\$500.00	\$500.00	\$500.00	\$5,000.00	N/A	N/A	N/A	N/A		\$5,000.00
\$450.00	\$450.00	\$450.00	\$4,500.00	N/A	N/A	N/A	N/A		\$4,500.00
\$400.00	\$400.00	\$400.00	\$4,000.00	N/A	N/A	N/A	N/A		\$4,000.00
\$400.00	\$400.00	\$400.00	\$4,000.00	N/A	N/A	N/A	N/A		\$4,000.00
no bid	no bid	no bid	no bid	\$1,595.00	\$1,595.00	\$1,595.00	\$15,950.00		
no bid	no bid	no bid	no bid	\$1,275.00	\$1,275.00	\$1,275.00	\$12,750.00		
no bid	no bid	no bid	no bid	\$1,100.00	\$1,100.00	\$1,100.00	\$11,000.00		
no bid	no bid	no bid	no bid	\$1,075.00	\$1,075.00	\$1,075.00	\$10,750.00		
no bid	no bid	no bid	no bid	\$1,050.00	\$1,050.00	\$1,050.00	\$10,500.00		
no bid	no bid	no bid	no bid	\$1,045.00	\$1,045.00	\$1,045.00	\$10,450.00		
no bid	no bid	no bid	no bid	\$950.00	\$950.00	\$950.00	\$9,500.00		
no bid	no bid	no bid	no bid	\$950.00	\$950.00	\$950.00	\$9,500.00		
no bid	no bid	no bid	no bid	\$950.00	\$950.00	\$950.00	\$9,500.00		
no bid	no bid	no bid	no bid	\$945.00	\$945.00	\$945.00	\$9,450.00		



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

no bid	no bid	no bid	no bid	\$900.00	\$900.00	\$900.00	\$9,000.00		
no bid	no bid	no bid	no bid	\$825.00	\$825.00	\$825.00	\$8,250.00		
no bid	no bid	no bid	no bid	\$820.00	\$820.00	\$820.00	\$8,200.00		
no bid	no bid	no bid	no bid	\$800.00	\$800.00	\$800.00	\$8,000.00		
no bid	no bid	no bid	no bid	\$725.00	\$725.00	\$725.00	\$7,250.00		
no bid	no bid	no bid	no bid	N/A	N/A	N/A	N/A		
no bid	no bid	no bid	no bid	N/A	N/A	N/A	N/A		
no bid	no bid	no bid	no bid	N/A	N/A	N/A	N/A		
no bid	no bid	no bid	no bid	N/A	N/A	N/A	N/A		
no bid	no bid	no bid	no bid	N/A	N/A	N/A	N/A		
no bid	no bid	no bid	no bid	N/A	N/A	N/A	N/A		
no bid	no bid	no bid	no bid	N/A	N/A	N/A	N/A		
no bid	no bid	no bid	no bid	N/A	N/A	N/A	N/A		
no bid	no bid	no bid	no bid	N/A	N/A	N/A	N/A		
				\$756,400.00			\$782,800.00	-6%	\$139,850.00

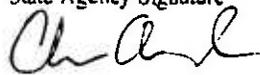
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Amoskeag Maintenance Services, LLC		1.4 Contractor Address 4 Robinson Road, Bow, NH 03304	
1.5 Contractor Phone Number 603-647-5310	1.6 Account Unit and Class Various	1.7 Completion Date 3/31/2029	1.8 Price Limitation \$832,040.00
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature  Date: 2/26/24		1.12 Name and Title of Contractor Signatory Brian K. Godzyle prs	
1.13 State Agency Signature  Date: 3/8/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: March 12, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 

Date 2/26/24

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.

Contractor Initial 

Date 2/26/24

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 

Date 2/26/24

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials



Date 2/26/24

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

Amoskeag Maintenance Services, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Sand Sweeping and Removal Services in accordance with the bid submission in response to State Request for Bid 2860-24 and as described herein.

2. CONTRACT DOCUMENTS:

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

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment
- EXHIBIT D RFB 2860-24
- EXHIBIT E Contractor's Bid Response

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), Form Number P-37 as modified by EXHIBIT A "Special Provisions," (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2860-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT:

The term of the contract shall commence April 1, 2024, or upon execution by the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of five (5) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SCOPE OF WORK:

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

Fugitive Dust is any airborne particulate matter generated from sweeping activities that is visible (cloud of dust), or adversely affects any person, their property, or their reasonable enjoyment of their property which shall not be permitted.

Disposal of all materials (sand, etc.) collected during cleanup shall be done in an environmentally friendly manner and in compliance with all applicable laws. Disposals shall be at the Contractor's expense and shall not be on State property. Environmentally friendly disposal is defined as the proper disposal of collected materials such as but not limited to:

- Trash (paper, cardboard, refuse, etc.) shall be disposed of at a transfer station or landfill.
- Dirt, soil, "rocks" that are clean (no oil gasoline, etc.) can be deposited at a land fill or similar place.
- Contaminated refuse shall be treated as a hazardous waste and disposed of according to the type of contamination.

Sand Sweeping and Removal Services shall include machine sweeping and hand sweeping as required by the facility. All hand sweeping shall be agreed to in writing before the work is performed. Sweeping includes corners.

All additional cleaning work not specified herein requires written pre-approval.

The State shall:

- Make every effort to ensure parking lots are empty prior to cleaning.
- Clean traffic Islands prior to sweeping unless otherwise agreed upon in writing.
- Walkways/sidewalks shall be cleaned prior to sweeping, unless otherwise agreed upon in writing.

Motorcycle Training Ranges:

- Swept clean.
- Then blown clean to remove all dust and fine debris ("fugitive" dust does not apply).
- Cleaned late March or early April according to a detailed schedule which shall be provided annually.

Hampton Beach State Park:

- All cleaning shall be done between the hours of Midnight to 6 AM.
- Clean, debris free sand may be deposited back on the beaches and spread by hand and or equipment. Debris free sand is defined as sand that does not contain man-made substances, trash of any kind, metal of any kind, or particulates greater than 3/8 inch (10mm) in diameter.
- The Contractor shall remove all debris off-site and properly dispose of it in accordance with all State and Federal regulations.
- Clean debris and sand off of the stairwell, ADA ramps and landings across from 18th Street and Ocean Blvd, Route 1A North.
- Sweep the parking lot at Jenness State Beach, in Rye, NH and sidewalks.
- Sweep out the State-owned parking spaces and roadway at the State Park toilet building at the intersection of Ocean Blvd. and High Street.
- Sweep the entire Hampton Beach State Park, Parking areas and Sidewalks from Haverhill Street North to Great Boars Head. The sidewalk along Ocean Blvd. from Haverhill Street to Great Boars head is State Park property.
- Sweep the State-owned Parking Spaces along Ocean Blvd., Route 1A North from Dumas Ave to High Street.
- Sweep The State-owned parking spaces along Ocean Blvd., Route 1A South from the intersection of 5th to across from Dumas Ave.

5. ADDITIONAL REQUIREMENTS:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 5:00 PM through 7:00 AM for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the State. The State requires ten-day advance knowledge of said work schedules. No premium charges shall be paid for any off-hour work.

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

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

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

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

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

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

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

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.

6. WARRANTY REQUIREMENTS:

The Contractor shall be required to provide warranties on all service provided by the Contractor for a period of not less than one (1) year commencing on the date that the service is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

7. USAGE REPORTING:

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Jonah Rosa and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:

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

8. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

The Contractor shall provide all sand sweeping and removal services strictly pursuant to, and in conformity with, the specifications described in State RFB #2860-24, as described herein, and under the terms of this Contract.

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

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

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

9. 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.

10. CONFIDENTIALITY & CRIMINAL RECORD:

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

Contractor Initials 

Date 2/24/24

EXHIBIT C - METHOD OF PAYMENT

11. CONTRACT PRICE:

The Contractor hereby agrees to provide sand sweeping and removal 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 \$832,040.00; 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.

12. PRICING STRUCTURE:

See "Appendix A: Pricing."

13. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

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

14. 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.

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

15. PAYMENT:

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

EXHIBIT D - RFB 2860-24

RFB 2860-24 is incorporated here within.

Contractor Initials 

Date 2/26/21

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

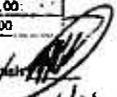
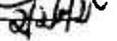
Contractor Initials 

Date 2/24/24

Contract #100381
Sand Sweeping and Removal Services

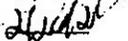
There will be approximately two servicing per year, per location. However, each location has the sole discretion to determine the frequency of service.

Department	Agency / Bureau	Facility Name	Address	Town	County	Per Occurrence Rate (Year 1 & 2)	Per Occurrence Rate (Year 3 & 4)	Per Occurrence Rate (Year 5)
Department of Administrative Services	Bureau of Courts	CONCORD CIRCUIT COURT	32 Clinton Street	Concord	Merrimack	\$400.00	\$400.00	\$400.00
Department of Administrative Services	Bureau of Courts	DEERY CIRCUIT COURT	10 Courthouse Lane	Deertr	Rockingham	\$400.00	\$400.00	\$400.00
Department of Administrative Services	Bureau of Courts	FRANKLIN CIRCUIT COURT	7 Hancock Terrace	Franklin	Merrimack	\$500.00	\$500.00	\$500.00
Department of Administrative Services	Bureau of Courts	HAMPTON CIRCUIT COURT	3 Timber Swamp Rd	Hampson	Rockingham	\$150.00	\$150.00	\$150.00
Department of Administrative Services	Bureau of Courts	HILLSBOROUGH COUNTY COURT SOUTH	30 Spring Street	Nashua	Hillsborough	\$900.00	\$900.00	\$900.00
Department of Administrative Services	Bureau of Courts	HILLSBOROUGH COUNTY SUPERIOR	300 Chestnut Street	Manchester	Hillsborough	\$800.00	\$800.00	\$800.00
Department of Administrative Services	Bureau of Courts	LACONIA CIRCUIT COURT	26 Academy Street	Laconia	Bell	\$900.00	\$900.00	\$900.00
Department of Administrative Services	Bureau of Courts	MANCHESTER CIRCUIT COURT	35 Amherst Street	Manchester	Hillsborough	\$600.00	\$600.00	\$600.00
Department of Administrative Services	Bureau of Courts	MERRIMACK CIRCUIT COURT	44 Baboosic Lake Road	Merrimack	Hillsborough	\$600.00	\$600.00	\$600.00
Department of Administrative Services	Bureau of Courts	MERRIMACK COUNTY SUPERIOR COURT	4 Court Street	Concord	Merrimack	\$1,150.00	\$1,150.00	\$1,150.00
Department of Administrative Services	Bureau of Courts	MILFORD CIRCUIT COURT	4 Meadowbrook Drive	Milford	Hillsborough	\$700.00	\$700.00	\$700.00
Department of Administrative Services	Bureau of Courts	PORSMOUTH CIRCUIT COURT	111 Parrott Avenue	Portsmouth	Rockingham	\$900.00	\$900.00	\$900.00
Department of Administrative Services	Bureau of Courts	ROCKINGHAM COUNTY COURT	#10 Route 125	Brentwood	Rockingham	\$950.00	\$950.00	\$950.00
Department of Administrative Services	Bureau of Courts	Supreme Court	1 Noble Drive	Concord	Merrimack	\$750.00	\$750.00	\$750.00
Department of Administrative Services	Central Facilities Bureau	19 Pillsbury Street	19 Pillsbury Street	Concord	Merrimack	\$300.00	\$300.00	\$300.00
Department of Administrative Services	Central Facilities Bureau	64 South Street	64 South Street	Concord	Merrimack	\$600.00	\$600.00	\$600.00
Department of Administrative Services	Central Facilities Bureau	Adrian Services	25 Capitol Street	Concord	Merrimack	\$300.00	\$300.00	\$300.00
Department of Administrative Services	Central Facilities Bureau	Dept of Safety Building	33 Hazen Drive	Concord	Merrimack	\$1,525.00	\$1,525.00	\$1,525.00
Department of Administrative Services	Central Facilities Bureau	DMV Testing & Licensing	23 Hazen Drive	Concord	Merrimack	\$1,525.00	\$1,525.00	\$1,525.00
Department of Administrative Services	Central Facilities Bureau	DOT Mechanical Services	33 Smokey Bear Blvd	Concord	Merrimack	\$700.00	\$700.00	\$700.00
Department of Administrative Services	Central Facilities Bureau	Emergency Operations Center	110 Smokey Bear Blvd	Concord	Merrimack	\$700.00	\$700.00	\$700.00
Department of Administrative Services	Central Facilities Bureau	Green St. Parking Lot	Green Street & School Street Corner	Concord	Merrimack	\$600.00	\$600.00	\$600.00
Department of Administrative Services	Central Facilities Bureau	Health & Human Services	27-29 Hazen Drive	Concord	Merrimack	\$2,575.00	\$2,575.00	\$2,575.00
Department of Administrative Services	Central Facilities Bureau	Johnson Hall	93 Pleasant Street	Concord	Merrimack	\$600.00	\$600.00	\$600.00
Department of Administrative Services	Central Facilities Bureau	Legislative Office Building	33 North State Street	Concord	Merrimack	\$500.00	\$500.00	\$500.00
Department of Administrative Services	Central Facilities Bureau	Legislative Parking Garage	Stuart Street	Concord	Merrimack	\$1,550.00	\$1,550.00	\$1,550.00
Department of Administrative Services	Central Facilities Bureau	Loudergan Hall	101 Pleasant Street	Concord	Merrimack	\$950.00	\$950.00	\$950.00
Department of Administrative Services	Central Facilities Bureau	MRS - Dept. of Revenue	100 Pleasant Street	Concord	Merrimack	\$1,550.00	\$1,550.00	\$1,550.00
Department of Administrative Services	Central Facilities Bureau	Morton Building and Materials and Research	2-7 Hazen Drive	Concord	Merrimack	\$2,475.00	\$2,475.00	\$2,475.00
Department of Administrative Services	Central Facilities Bureau	Records and Archives	71 South Front Street	Concord	Merrimack	\$950.00	\$950.00	\$950.00
Department of Administrative Services	Central Facilities Bureau	Smokey Bear Blvd	From 100 to fire academy roadway	Concord	Merrimack	\$300.00	\$300.00	\$300.00
Department of Administrative Services	Central Facilities Bureau	Spaulding Hall	107 Pleasant Street	Concord	Merrimack	\$600.00	\$600.00	\$600.00
Department of Administrative Services	Central Facilities Bureau	State Library Parking Lot	41 Corner of State Street & Center Street	Concord	Merrimack	\$600.00	\$600.00	\$600.00
Department of Administrative Services	Central Facilities Bureau	Walker Building	21 South Front Street	Concord	Merrimack	\$1,700.00	\$1,700.00	\$1,700.00
Department of Administrative Services	Central Facilities Bureau	Hazen Drive - roadway	Hazen Drive - roadway	Concord	Merrimack	\$600.00	\$600.00	\$600.00
Department of Health and Human Services		Hampstead Hospital Residential Treatment Facility	214 East Road	Hampstead	Rockingham	\$1,285.00	\$1,285.00	\$1,285.00
Department of Health and Human Services		NH Hospital	3-4 Clinton St	Concord	Merrimack	\$1,200.00	\$1,200.00	\$1,200.00
Department of Health and Human Services		NH Veterans	110 Daniel Webster Highway	Concord	Merrimack	\$500.00	\$500.00	\$500.00
Department of Health and Human Services		NH Veterans Home	119 Warner Street	Tilton	Bell	\$2,850.00	\$2,850.00	\$2,850.00
Department of Health and Human Services		Philbrook	121 South Front St	Concord	Merrimack	\$500.00	\$500.00	\$500.00
Department of Military Affairs and Veteran's Services		Army Aviation Support Facility	26 Regional Drive	Concord	Merrimack	\$1,150.00	\$1,150.00	\$1,150.00
Department of Military Affairs and Veteran's Services		NHARG Readiness Center Franklin	200 South Main Street	Franklin	Merrimack	\$500.00	\$500.00	\$500.00
Department of Military Affairs and Veteran's Services		NHARG Readiness Center Hillsborough	140 W Street Main Street	Hillsborough	Hillsborough	\$700.00	\$700.00	\$700.00
Department of Military Affairs and Veteran's Services		NHARG Readiness Center Manchester	1049 Canal Street	Manchester	Hillsborough	\$1,700.00	\$1,700.00	\$1,700.00
Department of Military Affairs and Veteran's Services		NHARG Readiness Center Milford	154 Osgood Road	Milford	Hillsborough	\$650.00	\$650.00	\$650.00
Department of Military Affairs and Veteran's Services		NHARG Readiness Center Nashua	154 Daniel Webster Highway	Nashua	Hillsborough	\$700.00	\$700.00	\$700.00
Department of Military Affairs and Veteran's Services		NHARG Readiness Center Portsmouth	403 Maple Drive	Portsmouth	Rockingham	\$500.00	\$500.00	\$500.00
Department of Military Affairs and Veteran's Services		Saw Military Reservation	4 Pembroke Road	Concord	Merrimack	\$2,400.00	\$2,400.00	\$2,400.00
Department of Natural and Cultural Resources		Bay to "K" Bay	300 Ocean Blvd to 497 Ocean Blvd	Hampton	Rockingham	\$2,845.00	\$2,845.00	\$2,845.00
Department of Natural and Cultural Resources		Central Parking Area - Hampton	Haverhill Street to H Street	Hampton	Rockingham	\$1,845.00	\$1,845.00	\$1,845.00
Department of Natural and Cultural Resources		HAMPTON BEACH NORTH	549 Ocean Blvd to High Street	North Hampton	Rockingham	\$2,985.00	\$2,985.00	\$2,985.00
Department of Natural and Cultural Resources		JENNIS BEACH	2280 Ocean Blvd	Rye	Rockingham	\$1,800.00	\$1,800.00	\$1,800.00
Department of Natural and Cultural Resources		North Beach	North Dunes Avenue	Hampton	Rockingham	\$685.00	\$685.00	\$685.00
Department of Natural and Cultural Resources		NORTH HAMPTON	33 Ocean Blvd	North Hampton	Rockingham	\$2,900.00	\$2,900.00	\$2,900.00
Department of Natural and Cultural Resources		North of Chamber to Marine Monument	C Street to Marine Monument Heading North	Hampton	Rockingham	\$1,800.00	\$1,800.00	\$1,800.00
Department of Natural and Cultural Resources		OCEAN BLVD	D Street to Memorial Monument	Hampton	Rockingham	\$1,600.00	\$1,600.00	\$1,600.00
Department of Natural and Cultural Resources		State Employee Lot	F Street	Hampton	Rockingham	\$695.00	\$695.00	\$695.00
Department of Safety	DMV	Boston Express Bus Terminal	2 Calraden Lane	Londonderry	Rockingham	\$950.00	\$950.00	\$950.00
Department of Safety	DMV	MRT and EZ-Pass Nashua	110 Broad Street	Nashua	Hillsborough	\$1,800.00	\$1,800.00	\$1,800.00
Department of Safety	DMV	Park and Ride	41 Calef Highway	Epping	Rockingham	\$800.00	\$800.00	\$800.00

Contractor Initials: 
Date: 

Contract 8063381
Sand Sweeping and Removal Services

Department of Safety	BOD / Marine Patrol		3 Higgins Road	Belmont	Belnap	\$1,500.00	\$1,500.00	\$1,500.00
Department of Safety	Marine Patrol	Marine Patrol Headquarters	31 Dock Road	Gilford	Belnap	\$1,650.00	\$1,650.00	\$1,650.00
Department of Safety	State Police	Troop A 1	315 Cabot Highway	Eppping	Rockingham	\$400.00	\$400.00	\$400.00
Department of Safety	State Police	Troop D	139 Iron Works Road	Concord	Merrimack	\$300.00	\$300.00	\$300.00
Department of Safety	State Police	Troop G	91 Airport Road	Concord	Merrimack	\$300.00	\$300.00	\$300.00
Department of Safety	Fire Academy		98 Smokey Bear Blvd.	Concord	Merrimack	\$650.00	\$650.00	\$650.00
Department of Safety	NIIES	Corner of Maple St. and Hanover St.	300 Hanover Street	Manchester	Hillsborough	\$300.00	\$300.00	\$300.00
Employment Security			426 Union Avenue	Lacross	Belnap	\$600.00	\$600.00	\$600.00
Employment Security			6 Townsend West Street	Nashua	Hillsborough	\$750.00	\$750.00	\$750.00
Employment Security			2000 Lafayette Road	Portsmouth	Rockingham	\$550.00	\$550.00	\$550.00
Employment Security			29 Broadway	Salem	Rockingham	\$500.00	\$500.00	\$500.00

Contractor Initials: 
Date: 

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 AMOSKEAG MAINTENANCE SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 04, 2006. 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: 565377

Certificate Number: 0006576513



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of February A.D. 2024.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Cyndi A. Godzyk, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Amoskeag Maintenance Services, LLC. 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 February 26, 2024,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Brian K. Godzyk, Pres (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Amoskeag Maintenance Services, LLC with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

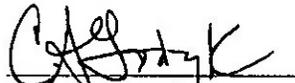
which may in his/her judgment be desirable or necessary to effect the purpose of

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: February 26, 2024

ATTEST:


(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/28/2024

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

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

PRODUCER Cross Insurance 75 Portsmouth Blvd. Suite 100 Portsmouth NH 03801	CONTACT NAME: Paula Martineau, AAI, ACSR PHONE (A/C, No, Ext): (603) 812-2600 FAX (A/C, No): (603) 570-1073 E-MAIL ADDRESS: portsmouth.certificates@crossagency.com
	INSURER(S) AFFORDING COVERAGE
INSURED AMOSKEAG MAINTENANCE SERVICES, LLC 4 ROBINSON RD BOW NH 03304-3601	INSURER A: Employers Mutual Ins Co
	INSURER B: Employers Mutual Casualty Co
	INSURER C:
	INSURER D:
	INSURER E:
INSURER F:	
NAIC # 21415	

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master Liab **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6D39406	11/17/2023	11/17/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		6E39406	11/17/2023	11/17/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
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 \$ 10,000		6J39406	11/17/2023	11/17/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A		6H39406 (3A: CT MA NH RI VT)	11/17/2023	11/17/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Job: Sand Sweeping & Removal Services. Insurance afforded by the policies described herein is subject to all the terms, exclusions, warranties and conditions of such policies.

CERTIFICATE HOLDER State of New Hampshire, Dept of Administrative Svcs Bureau of Purchasing & 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 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 1/2/24

Company Name: Amoskeag Maint Svcs, LLC
Address: 4 Robinson Road
Bow NH 03304

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

RE: Bid Invitation Name: Sand Sweeping and Removal Services
Bid Number: 2860-24
Bid Posted Date (on or by): 12/6/2023
Bid Closing Date and Time: 1/3/2024 @ 10:00 AM (EST)
Dear Mr. Rosa,

[Insert name of signor] Brian K. Godzylek, on behalf of Amoskeag Maint Svcs, LLC [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 # 2860-24 for Sand Sweeping and Removal Services at the price(s) quoted herein in complete accordance with the bid.

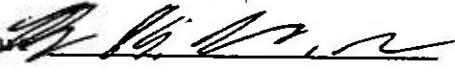
Vendor attests to the fact that:

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

Contractor Initials [Signature]
Date 1/2/24

- i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
- j. Has been placed on the debarred parties list described in RSA 21-I:11-e within the past year.

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

Authorized Signor's Signature  Authorized Signor's Title 

Contractor Initials 
Date 1/2/24

**REQUEST FOR BID FOR SAND SWEEPING AND REMOVAL SERVICES
FOR THE STATE OF NEW HAMPSHIRE**

1. PURPOSE:

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

2. INSTRUCTIONS TO VENDOR:

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

3. BID SUBMITTAL:

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

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

4. BID INQUIRIES:

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

Questions shall be submitted by email to Jonah Rosa at Jonah.L.Rosa@DAS.NH.Gov.

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

5. 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.

6. 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>.

7. 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.

12/6/2023	Bid Solicitation distributed on or by
12/22/2023	Last day for questions, clarifications, and/or requested changes to bid

1/3/2024
4/1/2024

10:00 AM (EST) Bid Closing
Implementation of Contract

8. 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.

9. CONTRACT TERM:

The term of the contract shall commence April 1, 2024, or upon execution by the Governor and Executive Council or the Commissioner of the Department of Administrative Services, whichever is later (the "effective date") and shall continue thereafter for a period of five (5) years.

The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council or the Commissioner of the Department of Administrative Services.

10. CONTRACT AWARD:

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

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

11. 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>.

Contractor Initials 
Date 1/2/24

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.

12. 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.

13. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

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

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

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

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

14. 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.

15. 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.

16. BID PRICES:

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

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

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

17. PRICE ADJUSTMENTS:

The successful Vendor(s) may request price adjustment, either upward or downward, keyed to the industry changes or general trade once every two (2) years. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to the Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

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

Updated Published Price List MUST be emailed to Jonah.L.Rosa@DAS.NH.Gov.

18. 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.

19. 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.

20. USAGE REPORTING:

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

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

21. 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.

22. ELIGIBLE PARTICIPANTS:

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

Contractor Initials 
Date 1/2/24

23. PAYMENT:

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.

24. INVOICING:

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

25. 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.

26. VENDOR RESPONSIBILITY:

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

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

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

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

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

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

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

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

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

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

27. 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.

Contractor Initials

Date 1/2/24

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.

28. 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.

29. SITE VISITATION:

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

30. SCOPE OF SERVICES:

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

Fugitive Dust is any airborne particulate matter generated from sweeping activities that is visible (cloud of dust), or adversely affects any person, their property, or their reasonable enjoyment of their property which shall not be permitted.

Disposal of all materials (sand, etc.) collected during cleanup shall be done in an environmentally friendly manner and in compliance with all applicable laws. Disposals shall be at the Vendor's expense and shall not be on State property. Environmentally friendly disposal is defined as the proper disposal of collected materials such as but not limited to:

- Trash (paper, cardboard, refuse, etc.) shall be disposed of at a transfer station or landfill.
- Dirt, soil, "rocks" that are clean (no oil gasoline, etc.) can be deposited at a land fill or similar place.
- Contaminated refuse shall be treated as a hazardous waste and disposed of according to the type of contamination.

Sand Sweeping and Removal Services shall include machine sweeping and hand sweeping as required by the facility. All hand sweeping shall be agreed to in writing before the work is performed. Sweeping includes corners.

All additional cleaning work not specified herein requires written pre-approval.

The State shall:

- Make every effort to ensure parking lots are empty prior to cleaning.
- Clean traffic Islands prior to sweeping unless otherwise agreed upon in writing.
- Walkways/sidewalks shall be cleaned prior to sweeping, unless otherwise agreed upon in writing.

Motorcycle Training Ranges:

- Swept clean.
- Then blown clean to remove all dust and fine debris ("fugitive" dust does not apply).
- Cleaned late March or early April according to a detailed schedule which shall be provided annually.

Hampton Beach State Park:

- All cleaning shall be done between the hours of Midnight to 6 AM.
- Clean, debris free sand may be deposited back on the beaches and spread by hand and or equipment. Debris free sand is defined as sand that does not contain man-made substances, trash of any kind, metal of any kind, or particulates greater than 3/8 inch (10mm) in diameter.
- The Vendor shall remove all debris off-site and properly dispose of it in accordance with all State and Federal regulations.
- Clean debris and sand off of the stairwell, ADA ramps and landings across from 18th Street and Ocean Blvd, Route 1A North.
- Sweep the parking lot at Jenness State Beach, in Rye, NH and sidewalks.

Contractor Initials

Date


1/2/21

- Sweep out the State-owned parking spaces and roadway at the State Park toilet building at the intersection of Ocean Blvd. and High Street.
- Sweep the entire Hampton Beach State Park, Parking areas and Sidewalks from Haverhill Street North to Great Boars Head. The sidewalk along Ocean Blvd. from Haverhill Street to Great Boars head is State Park property.
- Sweep the State-owned Parking Spaces along Ocean Blvd., Route 1A North from Dumas Ave to High Street.
- Sweep The State-owned parking spaces along Ocean Blvd., Route 1A South from the intersection of 5th to across from Dumas Ave.

31. ADDITIONAL REQUIREMENTS:

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 5:00 PM through 7:00 AM for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the State. The State requires ten-day advance knowledge of said work schedules. No premium charges shall be paid for any off-hour work.

The State shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the services needed for sites not listed.

The Vendor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

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

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

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

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

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

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

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

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

32. WARRANTY REQUIREMENTS:

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

33. 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.

34. NON-EXCLUSIVE CONTRACT:

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

35. OFFER:

The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.

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.

Complete "Attachment 2: Offer Sheet."

36. VENDOR CONTACT INFORMATION:

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

Brian K. Godzylk 603-647-5310
Contact Person Local Telephone Number

Toll Free Telephone Number

brian@amsfacilities.com
E-mail Address

www.amsfacilities.com
Company Website

Ameskeag Maintenance Services, LLC 4 Robinson Rd, Bow NH 03304
Vendor Company Name Vendor Address

37. ATTACHMENTS:

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

- Attachment 1: Location Specifications
- Attachment 2: Offer Sheet

Contractor Initials 

Date 1/2/14

38. THE BID OPENING IS OPEN TO THE PUBLIC ONLINE AT THE FOLLOWING:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Click here to join the meeting

Meeting ID: 289 285 937 916

Passcode: jf5VNV

Download Teams | Join on the web

Join with a video conferencing device

nhgov@m.webex.com

Video Conference ID: 118 712 062 5

Alternate VTC instructions

Or call in (audio only)

+1 603-931-4944, 367702566# United States, Concord.

Phone Conference ID: 367 702 566#

Find a local number | Reset PIN

Learn More | Meeting options

Contractor Initials 

Date 1/2/24

APPENDIX A
SAMPLE FORM TO BE COMPLETED UPON AWARD

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

Contractor Initials: 
Date: 1/2/24

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

Contractor Initials 
Date 1/2/24

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.

Contractor Initials 
Date 1/2/04

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.



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

Date of Change: December 15, 2023

ADDENDUM # 01 TO BID INVITATION 2860-24

DATE AND TIME OF BID CLOSING: 1/3/2024 10:00 AM

FOR: Sand Sweeping and Removal Services

This bid closing date and time is changed to 1/3/2024 at 1:30 PM (EST).

Bid Currently Reads:

7. 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.

- 12/15/2023 Bid Solicitation distributed on or by
- 12/22/2023 Last day for questions, clarifications, and/or requested changes to bid
- 1/3/2024 10:00 AM (EST) Bid Closing
- 4/1/2024 Implementation of Contract

Change Bid to Read (highlighted to show the change):

7. 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.

- 12/15/2023 Bid Solicitation distributed on or by
- 12/22/2023 Last day for questions, clarifications, and/or requested changes to bid
- 1/3/2024 1:30 PM (EST) Bid Closing
- 4/1/2024 Implementation of Contract

PURCHASING AGENT: JONAH ROSA

Email: NH.Purchasing@das.nh.gov

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

RESPONDENT BUSINESS NAME: Amoskeag Maintenance Services, LLC

ADDRESS: 4 Robinson Road, Bow NH 03304

PRINT NAME: Brian K. Godzyle, pres SIGNATURE: [Signature]

TEL. NO 603-647-5310 EMAIL ADDRESS: brian@amsfacilities.com

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

Vendor Company Name:

AMOSKIBAG MAINTENANCE SERVICES, LLC

Instructions: If you do not wish to bid on a specific item, then write in "no bid." There will be approximately two servicing per year, per location. However, each location has the sole discretion to determine the frequency of service.

Department	Agency / Bureau	Facility Name	Address	Town	County	Per Occurrence Rate (Year 1 & 2)	Per Occurrence Rate (Year 3 & 4)	Per Occurrence Rate (Year 5)	Term Total	
Department of Safety	EOD / Marine Patrol		3 Higgins Road	Bermon	Belknap	\$1,500.00	\$1,500.00	\$1,500.00	\$15,000.00	
Department of Military Affairs and Veteran's Services			2169 Riverside Drive	Berlin	Coxs				\$0.00	
Employment Security			151 Pleasant Street	Berlin	Coxs				\$0.00	
Department of Administrative Services	Bureau of Courts	ROCKINGHAM COUNTY COURT	#10 Route 125	Brentwood	Rockingham	\$950.00	\$950.00	\$950.00	\$9,500.00	
Department of Military Affairs and Veteran's Services			11 Academy Avenue	Center Stratford	Stratford				\$0.00	
Employment Security			404 Washington Street	Claremont	Sullivan				\$0.00	
Department of Administrative Services	Bureau of Courts	CONCORD CIRCUIT COURT	32 Clinton Street	Concord	Merrimack	\$400.00	\$400.00	\$400.00	\$4,000.00	
Department of Administrative Services	Bureau of Courts	MERRIMACK COUNTY SUPERIOR COURT	5 Court Street	Concord	Merrimack	\$1,150.00	\$1,150.00	\$1,150.00	\$11,500.00	
Department of Administrative Services	Bureau of Courts	Supreme Court	1 Noble Drive	Concord	Merrimack	\$750.00	\$750.00	\$750.00	\$7,500.00	
Department of Administrative Services	Central Facilities Bureau		64 South Street	Concord	Merrimack	\$600.00	\$600.00	\$600.00	\$6,000.00	
Department of Administrative Services	Central Facilities Bureau	Dept. of Safety Building	33 Hazen Drive	Concord	Merrimack	\$1,525.00	\$1,525.00	\$1,525.00	\$15,250.00	
Department of Administrative Services	Central Facilities Bureau	DMV Testing & Licensing	23 Hazen Drive	Concord	Merrimack	\$1,525.00	\$1,525.00	\$1,525.00	\$15,250.00	
Department of Administrative Services	Central Facilities Bureau	DOT Mechanical Services	33 Smokey Bear Blvd.	Concord	Merrimack	\$700.00	\$700.00	\$700.00	\$7,000.00	
Department of Administrative Services	Central Facilities Bureau	Emergency Operations Center	110 Smokey Bear Blvd.	Concord	Merrimack	\$700.00	\$700.00	\$700.00	\$7,000.00	
Department of Administrative Services	Central Facilities Bureau	Green St. Parking Lot	Green Street & School Street Corner	Concord	Merrimack	\$600.00	\$600.00	\$600.00	\$6,000.00	
Department of Administrative Services	Central Facilities Bureau	Health & Human Services	27-29 Hazen Drive	Concord	Merrimack	\$2,575.00	\$2,575.00	\$2,575.00	\$25,750.00	
Department of Administrative Services	Central Facilities Bureau	Johnson Hall	95 Pleasant Street	Concord	Merrimack	\$600.00	\$600.00	\$600.00	\$6,000.00	
Department of Administrative Services	Central Facilities Bureau	Legislative Office Building	33 North State Street	Concord	Merrimack	\$500.00	\$500.00	\$500.00	\$5,000.00	
Department of Administrative Services	Central Facilities Bureau	Legislative Parking Garage	Storia Street	Concord	Merrimack	\$1,550.00	\$1,550.00	\$1,550.00	\$15,500.00	
Department of Administrative Services	Central Facilities Bureau	Londergan Hall	101 Pleasant Street	Concord	Merrimack	\$950.00	\$950.00	\$950.00	\$9,500.00	
Department of Administrative Services	Central Facilities Bureau	M&S - Dept. of Revenue	109 Pleasant Street	Concord	Merrimack	\$1,550.00	\$1,550.00	\$1,550.00	\$15,500.00	
Department of Administrative Services	Central Facilities Bureau	Records and Archives	71 South Fruit Street	Concord	Merrimack	\$950.00	\$950.00	\$950.00	\$9,500.00	
Department of Administrative Services	Central Facilities Bureau	Smokey Bear Blvd	from 106 to fire academy - roadway	Concord	Merrimack	\$300.00	\$300.00	\$300.00	\$3,000.00	
Department of Administrative Services	Central Facilities Bureau	Walker Building	21 South Fruit Street	Concord	Merrimack	\$1,700.00	\$1,700.00	\$1,700.00	\$17,000.00	
Department of Administrative Services	Central Facilities Bureau		Hazen Drive - roadway	Concord	Merrimack	\$600.00	\$600.00	\$600.00	\$6,000.00	
Department of Health and Human Services			36 Clinton St	Concord	Merrimack	\$1,200.00	\$1,200.00	\$1,200.00	\$12,000.00	
Department of Health and Human Services			110 Daniel Webster Highway	Concord	Merrimack	\$500.00	\$500.00	\$500.00	\$5,000.00	
Department of Health and Human Services			121 South Fruit St	Concord	Merrimack	\$500.00	\$500.00	\$500.00	\$5,000.00	
Department of Safety	State Police	Troop D	139 Iron Works Road	Concord	Merrimack	\$300.00	\$300.00	\$300.00	\$3,000.00	
Department of Safety	State Police	Troop G	91 Airport Road	Concord	Merrimack	\$300.00	\$300.00	\$300.00	\$3,000.00	
Department of Safety			98 Smokey Bear Blvd.	Concord	Merrimack	\$650.00	\$650.00	\$650.00	\$6,500.00	
Department of Administrative Services	Central Facilities Bureau		19 Pillsbury Street	Concord	Merrimack	\$300.00	\$300.00	\$300.00	\$3,000.00	
Department of Administrative Services	Central Facilities Bureau	Admin services	25 Capitol Street	Concord	Merrimack	\$300.00	\$300.00	\$300.00	\$3,000.00	
Department of Administrative Services	Central Facilities Bureau	Morton Building and Materials and Research	7 Hazen Drive	Concord	Merrimack	\$2,475.00	\$2,475.00	\$2,475.00	\$24,750.00	
Department of Administrative Services	Central Facilities Bureau	Spaulding Hall	107 Pleasant Street	Concord	Merrimack	\$600.00	\$600.00	\$600.00	\$6,000.00	
Department of Administrative Services	Central Facilities Bureau	State Library Parking Lot	Corner of State Street & Center Street	Concord	Merrimack	\$600.00	\$600.00	\$600.00	\$6,000.00	
Department of Military Affairs and Veteran's Services			Army Aviation Support Facility	Concord	Merrimack	\$1,150.00	\$1,150.00	\$1,150.00	\$11,500.00	
Department of Military Affairs and Veteran's Services			State Military Reservation	Concord	Merrimack	\$2,400.00	\$2,400.00	\$2,400.00	\$24,000.00	
Employment Security			518 White Mountain Highway	Conway	Carroll				\$0.00	
Department of Administrative Services	Bureau of Courts	DERRY CIRCUIT COURT	10 Courthouse Lane	Derry	Rockingham	\$400.00	\$400.00	\$400.00	\$4,000.00	
Department of Administrative Services	Bureau of Courts	DOVER CIRCUIT COURT	25 St. Thomas Street	Dover	Stratford				\$0.00	
Department of Safety	DMV		50 Boston Harbor Road	Dover	Stratford				\$0.00	
Department of Safety	DMV	UNH West Edge Parking lot (CDL testing area)	WeStreet Edge Drive	Durham	Stratford				\$0.00	
Department of Safety	DMV	Park and Ride	41 Calef Highway	Fipping	Rockingham	\$800.00	\$800.00	\$800.00	\$8,000.00	
Department of Safety	State Police	Troop A	315 Calef Highway	Fipping	Rockingham	\$400.00	\$400.00	\$400.00	\$4,000.00	
Department of Administrative Services	Bureau of Courts	FRANKLIN CIRCUIT COURT	7 Hancock Terrace	Franklin	Merrimack	\$500.00	\$500.00	\$500.00	\$5,000.00	
Department of Military Affairs and Veteran's Services			300 South Main Street	Franklin	Merrimack	\$500.00	\$500.00	\$500.00	\$5,000.00	
Department of Safety	Marine Patrol	Marine Patrol Headquarters	31 Dock Road	Gilford	Belknap	\$1,650.00	\$1,650.00	\$1,650.00	\$16,500.00	
Department of Health and Human Services			Hampstead Hospital Residential Treatment Facility	218 East Road	Hampstead	Rockingham	\$1,285.00	\$1,285.00	\$1,285.00	\$12,850.00
Department of Administrative Services	Bureau of Courts	HAMPTON CIRCUIT COURT	3 Timber Swamp Rd	Hampton	Rockingham	\$450.00	\$450.00	\$450.00	\$4,500.00	
Department of Natural and Cultural Resources			"C" Bay to "K" Bay	300 Ocean Blvd to 497 Ocean Blvd.	Hampton	Rockingham	\$2,845.00	\$2,845.00	\$28,450.00	
Department of Natural and Cultural Resources			Central Parking Area - Hampton	Haverhill Street to H Street	Hampton	Rockingham	\$3,845.00	\$3,845.00	\$38,450.00	
Department of Natural and Cultural Resources			North Beach	North Dumas Avenue	Hampton	Rockingham	\$685.00	\$685.00	\$6,850.00	
Department of Natural and Cultural Resources			North of Chamber to Marine Monument	C Street To Marine Monument Heading North	Hampton	Rockingham	\$1,800.00	\$1,800.00	\$18,000.00	
Department of Natural and Cultural Resources			OCEAN BLVD	D Street To Memorial Monument	Hampton	Rockingham	\$1,600.00	\$1,600.00	\$16,000.00	
Department of Natural and Cultural Resources			State Employee Lot	F Street	Hampton	Rockingham	\$695.00	\$695.00	\$6,950.00	
Department of Military Affairs and Veteran's Services			NHARNG Readiness Center Hillsborough	140 WeStreet Main Street	Hillsborough	Hillsborough	\$700.00	\$700.00	\$7,000.00	
Department of Administrative Services	Bureau of Courts	JAFFREY-PETERBOROUGH CIRCUIT COURT	84 Peterborough SURT. 202	Jaffrey	Cheshire				\$0.00	
Department of Safety	DMV		17 Bradoo Street	Keene	Cheshire				\$0.00	
Department of Safety	State Police	Troop C	15 Ash Brook Drive	Keene	Cheshire				\$0.00	
Department of Administrative Services	Bureau of Courts	LACONIA CIRCUIT COURT	26 Academy Street	Laconia	Belknap	\$900.00	\$900.00	\$900.00	\$9,000.00	

RFB 2860-24
Sand Sweeping and Removal Services

Employment Security			426 Union Avenue	Laconia	Hellzap	\$600.00	\$600.00	\$600.00	\$6,000.00
Department of Administrative Services	Bureau of Courts	COOS COUNTY SUPERIOR COURT	55 School Street	Lancaster	Coos				\$0.00
Department of Administrative Services	Bureau of Courts	LEBANON CIRCUIT COURT	38 Centerra Parkway	Lebanon	Grafton				\$0.00
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Littleton	350 Meadow Street	Littleton	Grafton				\$0.00
Department of Safety	DMV	Boston Express Bus Terminal	2 GaRoadem Lane	Londonderry	Rockingham	\$950.00	\$950.00	\$950.00	\$9,500.00
Department of Administrative Services	Bureau of Courts	HILLSBOROUGH COUNTY SUPERIOR - NORTH	300 Chestnut Street	Manchester	Hillsborough	\$800.00	\$800.00	\$800.00	\$8,000.00
Department of Administrative Services	Bureau of Courts	MANCHESTER CIRCUIT COURT	35 Amherst Street	Manchester	Hillsborough	\$600.00	\$600.00	\$600.00	\$6,000.00
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Manchester	1059 Canal Street	Manchester	Hillsborough	\$1,700.00	\$1,700.00	\$1,700.00	\$17,000.00
Department of Safety		NHES Corner of Maple St. and Hanover St.	300 Hanover Street	Manchester	Hillsborough	\$300.00	\$300.00	\$300.00	\$3,000.00
Department of Administrative Services	Bureau of Courts	MERRIMACK CIRCUIT COURT	4 Baboosic Lake Road	Merrimack	Hillsborough	\$600.00	\$600.00	\$600.00	\$6,000.00
Department of Administrative Services	Bureau of Courts	MILFORD CIRCUIT COURT	4 Meadowbrook Drive	Milford	Hillsborough	\$700.00	\$700.00	\$700.00	\$7,000.00
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Milford	154 Osgood Road	Milford	Hillsborough	\$650.00	\$650.00	\$650.00	\$6,500.00
Department of Administrative Services	Bureau of Courts	HILLSBOROUGH COUNTY COURT SOUTH	30 Spring Street	Nashua	Hillsborough	\$900.00	\$900.00	\$900.00	\$9,000.00
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Nashua	154 Daniel Webster Street Highway	Nashua	Hillsborough	\$700.00	\$700.00	\$700.00	\$7,000.00
Department of Safety	DMV	MRT and EZ-Pass Nashua	110 Broad Street	Nashua	Hillsborough	\$1,800.00	\$1,800.00	\$1,800.00	\$18,000.00
Employment Security			6 Townsend West Street	Nashua	Hillsborough	\$750.00	\$750.00	\$750.00	\$7,500.00
Department of Natural and Cultural Resources		NORTH HAMPTON	33 Ocean Blvd.	No Hampton	Rockingham	\$2,900.00	\$2,900.00	\$2,900.00	\$29,000.00
Department of Administrative Services	Bureau of Courts	CONWAY CIRCUIT COURT	35 Past Conway Road, Rt. 302	North Conway	Carroll				\$0.00
Department of Natural and Cultural Resources		HAMPON BEACH NORTH	549 Ocean Blvd No To High Street	North Hampton	Rockingham	\$2,985.00	\$2,985.00	\$2,985.00	\$29,850.00
Department of Administrative Services	Bureau of Courts	CARROLL COUNTY COURT	96 Water Village Road	Ossipee	Carroll				\$0.00
Department of Administrative Services	Bureau of Courts	PLYMOUTH CIRCUIT COURT	26 Green Street	Plymouth	Grafton				\$0.00
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Plymouth	19 Armory Road	Plymouth	Grafton				\$0.00
Department of Administrative Services	Bureau of Courts	PORTSMOUTH CIRCUIT COURT	111 Parrot Avenue	Portsmouth	Rockingham	\$500.00	\$500.00	\$500.00	\$5,000.00
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Portsmouth	803 Mcgee Drive	Portsmouth	Rockingham	\$500.00	\$500.00	\$500.00	\$5,000.00
Employment Security			2000 Lafayette Road	Portsmouth	Rockingham	\$550.00	\$550.00	\$550.00	\$5,500.00
Department of Administrative Services	Bureau of Courts	ROCHESTER CIRCUIT COURT	76 North Main Street	Rochester	Strafford				\$0.00
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Rochester	106 Brock Street	Rochester	Strafford				\$0.00
Department of Natural and Cultural Resources		JENNESS BEACH	2280 Ocean Blvd.	Rye	Rockingham	\$1,800.00	\$1,800.00	\$1,800.00	\$18,000.00
Employment Security			29 Broadway	Salem	Rockingham	\$500.00	\$500.00	\$500.00	\$5,000.00
Department of Military Affairs and Veteran's Services		NHARNG Readiness Center Somersworth	15 Blackwater Road	Somersworth	Strafford				\$0.00
Employment Security			6 Marsh Brook Drive	Somersworth	Strafford				\$0.00
Department of Safety	State Police	Troop E	1864 White Mountain Highway	Tamworth	Carroll				\$0.00
Department of Health and Human Services		NH Veterans Home	139 Winter Street	Tilton	Hellzap	\$2,850.00	\$28,850.00	\$2,850.00	\$132,500.00
Department of Safety	State Police	Troop F	549 Rt 302	Twm Mountain	Coos				\$0.00

Total: \$860,400.00