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State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 25, 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 amend an existing contract (Contract #8003453) with Rudiarius Management Company LLC dba City Wide Facility Solutions, (VC#370954), Bedford, NH, by adding one location, removing one location, and decreasing the price limitation by $3,120.00 from $421,964.40 to $418,844.40 with no change to the contract completion date for janitorial cleaning services effective upon Governor and Executive Council approval or September 25, 2024, whichever is later, through June 30, 2027. The original contract was approved by the Governor and Executive Council on June 12, 2024, item #113.

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

EXPLANATION

As previously stated, the original contract (Contract #8003453) was approved by the Governor and Executive Council on June 12, 2024, item #113.

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2929-25 on June 20, 2024, with responses due on July 3, 2024. This RFB was issued to add the Division of Emergency Services and Communications – E911 to the janitorial cleaning contract. This RFB reached 80 vendors through the NIGP registry with an additional 3 directly sourced. There were 4 compliant responses received with Rudiarius Management Company LLC dba City Wide Facility Solutions providing the lowest cost for the location.

Rudiarius Management Company LLC dba City Wide Facility Solutions was not able to meet their commitment to provide janitorial cleaning services at the Office of Professional Licensure and Certification (OPLC), 7 Eagle Square, Suites 100, 200 & 300, Concord, NH due to the absence of sub-contractors once the award was made. Janitorial services are currently

being completed by Pro City Facilities Services Inc. This amendment removes the agency from the original contract (8003453).

The removal of the OPLC decreases the price limitation by $46,800.00, while the addition of Division of Emergency Services and Communications – E911 increases the price limitation $43,680.00. This results in a decrease of the price limitation from $421,964.40 to $418,844.40 or $3,120.00. The price limitation is calculated by using actual expenditures for the term of the contract (8003453). A 10% allowance was built into the original price limitation to cover per occurrence services. No additional allowance is to be added.

Original price limitation	$421,964.40
Remove location	($46,800.00)
Add Location	$43,680.00
New price limitation	$418,844.40

Based on the foregoing, I am respectfully recommending approval of the amendment with Rudiarius Management Company LLC dba City Wide Facility Solutions.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Janitorial Cleaning Services	Agency	Statewide
RFB#	2929-25	Requisition#	N/A
Agent Name	Steven Burgess	Bid Closing	07/03/2024 @ 11:00 AM (EST)

Indicates Winner:

Qty.	UOM	Product Description	City Wide Facilities		Richen Management		Express Janitorial	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
104	EA	Division of Emergency Services and Communications – E911 50 Communications Drive, Laconia, NH 03246	$140.00	$14,560.00	$325.00	$33,800.00	$905.00	$94,120.00
		Contract Total	$43,680.00		$101,400.00		$282,360.00	

Marathon Logistics	
Unit Cost	Extended Cost
$900.00	$93,600.00
Contract Total	$280,800.00

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	Three year with two year extension
Number of Solicitations Received	4
Number of Sourced bidders	3
Number of NIGP Vendors Sourced	80
Number of non-responsive bidders	79
P-37 Checklist Complete	Amendment
Method of Payment (P-card/ACH)	P-card and ACH
FOB Delivered	Yes

Special Notes:	The awarded location will be added to City Wide Facilities' existing contract 8003453.

FIRST AMENDMENT TO THE CONTRACT BETWEEN
RUDIARIUS MANAGEMENT COMPANY LLC DBA CITY WIDE FACILITY SOLUTIONS
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL CLEANING SERVICES
CONTRACT # 8003453

This First Amendment (hereinafter referred to as the "Amendment"), dated this 9 day of July, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Rudiarius Management Company LLC dba City Wide Facility Solutions (hereinafter referred to as "the Contractor") for janitorial cleaning services.

WHEREAS, pursuant to an agreement effective July 1, 2024 (G&C Item #113) set to expire June 30, 2027, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain janitorial cleaning services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
   $418,844.40
2. Amend form number P-37, Exhibit C, Contract Price, change to the following:
   $418,844.40
3. Amend Exhibit C Pricing Structure; remove the following location and payment terms for the period August 7, 2024, through June 30, 2027:

OPLC, 7 Eagle Square, Suites 100, 200 & 300, Concord, NH	Daily Rate	Emergency Rate (hourly rate)
5 Nights per week Monday to Friday After 5 PM	$ 60.00	$ 45.00

4. Amend Exhibit C Pricing Structure; add the following location and payment terms for the period August 7, 2024, through June 30, 2027:

Division of Emergency Services and Communications – E911 50 Communications Drive, Laconia, NH 03246	Daily Rate	Emergency Rate (hourly rate)
Daily cleaning Sunday and Friday after 5:00 PM (2 days/week x 52 = 104 cleanings per year) Total square footage is approximately 15,000 sq. ft.	$ 140.00	$ 45.00

Contractor Initials: P
Date: 7/9/24

Original price limitation	$421,964.40
Remove location	($46,800.00)
Add Location	$43,680.00
New price limitation	$418,844.40

5. All other provisions of the Agreement, approved by the Governor and Executive Council on June 12, 2024, shall remain in full force and effect.

Contractor Initials: D

Date: 7/9/24

RUDIARIUS MANAGEMENT COMPANY LLC DBA CITY WIDE FACILITY SOLUTIONS

By: _____

Edward Delaurter
(Print Name)

Title: President

Date: 7/9/24

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 8-22-24

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar

Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: September 10, 2024

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

_____, _____.

Signed: _____

_____
(Print Name)

Title: _____

Contractor Initials: _____

Date: 7/9/24

State of New Hampshire

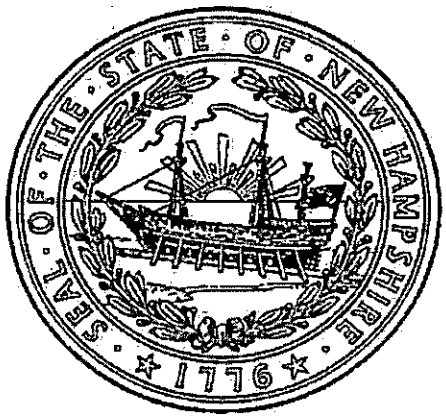
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RUDIARIUS MANAGEMENT COMPANY LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 02, 2016. 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: **760898**

Certificate Number: **0006652676**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2024.

David M. Scanlan
Secretary of State

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CITY WIDE FACILITY SOLUTIONS OF NEW HAMPSHIRE is a New Hampshire Trade Name registered to transact business in New Hampshire on July 20, 2021. 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: **876706**

Certificate Number: **0006655741**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of April A.D. 2024.

David M. Scanlan
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Edward Delonater, **hereby certify** that I am the sole Partner, Member or
(Name)
Manager and the sole officer of Edwards Management Company, LLC a limited liability partnership
(~~Name of Partnership~~ or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

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

DATED: 7/9/24

ATTEST: [signature]
(Name & Title)
Edward Delonater
President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/10/2024

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
Marsh & McLennan Agency LLC
6160 Golden Hills Drive
Minneapolis MN 55146

CONTACT NAME: Select Certificates (Mpls)
PHONE (A/C, No, Ext): 763-746-8000 FAX (A/C, No):
E-MAIL ADDRESS: SelectProcessing@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ohio Security Insurance Company	24082
INSURER B : Ohio Casualty Insurance Company	24074
INSURER C : Merchants Bonding Company (Mutual)	14494
INSURER D :	
INSURER E :	
INSURER F :	

INSURED RUDIAMANAG
Rudiarius Management Company LLC
DBA: City Wide Facility Solutions
9 Cedarwood Drive, Unit 1
Bedford NH 03110

COVERAGES **CERTIFICATE NUMBER:** 466687289 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	Y	Y	BKS57807893	2/20/2024	2/20/2025	EACH OCCURRENCE	$ 1,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X 500						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAS57807893	2/20/2024	2/20/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			USO57807893	2/20/2024	2/20/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			XWS57807893	2/20/2024	2/20/2025	X PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	3rd Party Client Theft			6198	1/17/2024	1/17/2025	Bond Limit	25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is hereby provided evidence of coverage.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
25 Capitol Street, Room 102
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

June 12, 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 Rudiarius Management Company LLC dba City Wide Facility Solutions, (VC#370954), Bedford, NH in the amount up to and not to exceed $421,964.40 for janitorial cleaning services, with the option to renew for up to an additional two-year period, effective upon Governor and Executive Council approval or July 1, 2024, whichever is later, through June 30, 2027.

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 (DAS), through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2861-24 on January 8, 2024, with responses due on March 4, 2024, and RFB 2902-24 on April 4, 2024, with responses due April 17, 2024. These RFB's were issued to replace the expiring contracts covering the janitorial cleaning services for State of NH agencies. RFB 2861-24 reached 79 vendors through the NIGP registry with an additional 18 directly sourced. RFB 2902-24 reached 82 vendors through the NIGP registry with an additional 21 directly sourced. There were 22 compliant responses received with Rudiarius Management Company LLC dba City Wide Facility Solutions providing the lowest cost for nine of the ninety-one locations.

This contract reflects a $51,766, or 28.82%, annual cost decrease when compared to the currently contracted pricing for the nine locations.

The estimated annual spend is calculated from the pricing provided in the bid response. The price limitation of $421,964.40 will cover the full term of the contract and includes a 10% allowance for per occurrence services such as floor stripping and waxing.

Contract financials	
Estimated annual spend	$127,868.00
Estimated 3-year term spend	$383,604.00
Add allowance for balance of product line (10%)	$38,360.40
Price limitation	$421,964.40

Based on the foregoing, I am respectfully recommending approval of the contract with Rudiarius Management Company LLC dba City Wide Facility Solutions.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Location and Cleaning Schedule	Cleanings per week	Cleanings per Year	CityWide	Richen Management	Superior Facilities	SteriClean	Concord Compassion	GFS Building Maint.	Jay McKenna	Kang Company	Pro City Facilities
Goffstown Circuit Courthouse, 329 Mast Road, 2nd Floor, Goffstown, NH Nightly Maintenance/5 Days: Monday through Friday (after 4 PM)	5	260	$11,700.00	$18,200.00	$67,600.00	$13,520.00	$65,000.00	$16,900.00	No Bid	No Bid	$14,300.00
State Police Troop A, 315 Calef Highway, Epping Daily Maintenance (5 days) 7 AM - 5 PM	5	260	$15,600.00	No Bid		No Bid	No Bid	No Bid	No Bid	No Bid	$19,500.00
State Police, Windham Weigh Stations (2 facilities) 1 Mile South of Exit 3, Northbound and Southbound Nightly Maintenance 3 Nights 5 PM - 7 PM or as agreed upon	3	156	$9,360.00	No Bid	No Bid	No Bid	No Bid	No Bid	$10,920.00	No Bid	$10,140.00
DMV, 50 Boston Harbor Road, Dover Point Nightly Maintenance 5 Nights 5 PM - 11 PM	5	260	$11,700.00	$15,600.00	No Bid	No Bid	No Bid	$14,040.00	No Bid	No Bid	$13,000.00
DOC, 8A Continental Drive, Exeter, NH Weekly Maintenance 1 day (Friday) from 8 AM - 4 PM	1	52	$4,784.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
OPLC, 7 Eagle Square, Suites 100, 200 & 300, Concord, NH 5 Nights per week Monday to Friday After 5 PM	5	260	$15,600.00	$36,400.00	$41,600.00	No Bid	$22,100.00	$39,520.00	No Bid	$24,700.00	$23,140.00
DOT, District 6, 271 Main Street, Durham Nightly Maintenance Three Days (M,W,F) 5 PM - 11 PM REQUIRES A MINIMUM OF 3 HOURS PER NIGHT TO COMPLETE ALL TASKS AS INDICATED	3	156	$7,020.00	No Bid	No Bid	No Bid	No Bid	$11,544.00	No Bid	No Bid	$7,488.00
Central Facilities, 64 South Street, Concord Nightly Maintenance (5 days) 5 PM to 11 PM	5	260	$31,200.00	$91,000.00	$37,700.00	No Bid	No Bid	$35,100.00	No Bid	No Bid	$35,620.00
State Police MCU Section 2, 139 Iron Works Road, Concord, NH Daily Maintenance (5 days) 8 AM - 4 PM	5	260	$11,700.00	$20,800.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$15,600.00
COMPLEX 1, DOS Belmont Safety Services Building, 3 Higgins Drive, Belmont NH One (1) Cleaning Per week Weekly Maintenance after 4:15 PM	1	52	$4,420.00	$9,880.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$7,540.00
DOC, 314 North State Street, Concord, NH 03301 Maintenance 8 AM to 11 AM on Monday	1	52	$4,784.00	No Bid	$11,700.00	No Bid	No Bid	No Bid	No Bid	No Bid	$5,304.00

Contract Amount/Annual $127,868.00
Contract Amount/Term $383,604.00
10% Allowance $38,360.40
Price Limitation $421,964.40

General Notes: Richen Management, Superior Facilities, Steri Clean, Concord Compassionate, GFS Building Maintenance, Jay McKenna, Kang Co., and Pro City Facilities were not complete and were not competitive.

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 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 Rudiarius Management Company LLC dba City Wide Facility Solutions		1.4 Contractor Address 9 Cedarwood Drive Unit 1, Bedford, NH, 03110	
1.5 Contractor Phone Number (603).935-9435	1.6 Account Unit and Class Various	1.7 Completion Date 06/30/2027	1.8 Price Limitation $421,964.40
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number (603).271-2201	
1.11 Contractor Signature Date: 5/10/24		1.12 Name and Title of Contractor Signatory Edward DeLaurier President	
1.13 State Agency Signature Date: 5/23/24		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: Duncan A. Edgar On: May 29, 2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: 113 G&C Meeting Date:			

SECRETARY OF STATE JUN 12 2024

Contractor Initials D

Date 5/10/24

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 Initials D

Date 5/18/24

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.

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Date 5/15/04

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.

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EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials J

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EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
Rudiarius Management Company LLC dba City Wide Facility Solutions (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Janitorial Cleaning Services in accordance with the bid submission in response to State Requests for Bid 2861-24/2902-24 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 2861-24/RFB 2902-24
- 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 2861-24/RFB 2902-24," and (5) EXHIBIT E "Contractor's Bid Response."

3. **TERM OF CONTRACT:**
The term of the contract shall commence on July1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through June 31, 2027, a period of approximately Three (3) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

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

4. **SCOPE OF WORK:**

VENDOR'S EMPLOYEES AND SUPERVISORS:

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

PER OCCURRENCE SERVICES:

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

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

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

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

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

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

Prior to placing an individual in a State Facility, the Contractor shall provide a processed Criminal Records Release Form to the Facility. Forms can be found at https://www.nhsp.dos.nh.gov/our-services/criminal-records/criminal-history-record-requests. All Criminal Records Release Forms shall be no more than one (1) year old. Only individuals approved by the agency shall be allowed to work in said facility. Depending on the facility, enhanced security checks may be required.

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

DAILY LOG:

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

WORK SCHEDULE:

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

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

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

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

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subsequent instance of work which is deemed unacceptable, said failure shall be grounds for immediate termination of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Definitions of Work and Work Standards:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stripping a Resilient Tile Floor:

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

Building a Shine on a VCT Resilient Tile Floor:

1. Check floor, making sure that it is totally dry and free of any old finish or stripper residue.

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a) If there is a whitish cast, this could indicate stripper or old finish still remains on the floor. If necessary, re-strip the floor.

2. Floor temperature should be above 54 degrees F for proper curing of finish.
3. Select and apply the proper floor finish.
4. Allow floor finish to dry completely.
5. Apply the proper number of coats of finish per manufacturer's recommendation.

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

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

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

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

For added protection of cement-based grout, a sealer may be applied according to the manufacturer's instructions. If unsure whether your specific tile requires sealing, stripping, and resealing, contact the tile supplier.

Rubber Tile/Rolled Rubber Floors –

For lightly soiled surfaces:

1. Remove all surface debris, grit, sand, and soil with a broom.

2. Vacuum the entire rubber floor with a high CFM vacuum to assure the finer dirt and grit is removed. **Note**: never use mineral spirits, painter thinners or strippers or any petroleum products to clean the surface.

3. Mop the floor. A regular string mop or a microfiber flat mop with a mild solution of a neutral pH (7-9) cleaner can be used. Taski Profi cleaner or equivalent is an excellent choice for rubber but any neutral clean will work.

4. Damp mop (ONLY do not flood) the surface until you have removed all visible dirt, sand, and grim.

For heavily soiled surfaces:

1. Remove all surface debris, grit, sand, and soil with a broom and vacuum with a high CFM vacuum. If the rubber floor is especially dirty it may be necessary to hand mop some of the worst areas before beginning.

2. Depending on the amount of soiling, it may be necessary to clean the surface using only a hand mop or it may require using a power buffer or auto scrubber.

3. When using a buffer or auto scrubber, use only a mild pad or a soft nylon brush. If using a buffer, wet the area and buff only a workable area that can be completely buffed and vacuumed within fifteen (15) minutes.

4. Do not let the cleaning solution stand on the rubber floor for longer periods of time.

5. After the area has been thoroughly buffed, pick-up the solution with a wet/dry vacuum and repeat if necessary. For extremely heavy soils or for restorative cleaning it may be necessary to repeat the process with a more aggressive black pad in order to remove the dirt.

6. Once the surface is satisfactorily cleaned, rinse the surface with clean water. This can be done with a hand mop or an auto scrubber.

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

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

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

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

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

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

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

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

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.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

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

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

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

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

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

Contractor Initials D

Date 5/14/24

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

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

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

5. **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, Steven Burgess and sent electronic to Steven.H.Burgess@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

6. **OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**
The Contractor shall janitorial cleaning services strictly pursuant to, and in conformity with, the specifications described in State RFB 2861-24, 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://apps.das.nh.gov/vendorregistration/

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

7. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**
The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. **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 D

Date 5/6/24

EXHIBIT C - METHOD OF PAYMENT

9. CONTRACT PRICE:

The Contractor hereby agrees to provide janitorial cleaning services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $ $421,964.40; 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.

10. PRICING STRUCTURE:

Location and Cleaning Schedule	Daily Rate 7/1/2024-6/31/2027	Emergency Rate Hourly
Goffstown Circuit Courthouse, 329 Mast Road, 2nd Floor, Goffstown, NH Nightly Maintenance/5 Days: Monday through Friday (after 4 PM)	$45.00	$45.00
State Police Troop A, 315 Calef Highway, Epping Daily Maintenance (5 days) 7 AM - 5 PM	$60.00	$45.00
State Police, Windham Weigh Stations (2 facilities) 1 Mile South of Exit 3, Northbound and Southbound Nightly Maintenance 3 Nights 5 PM - 7 PM or as agreed upon	$60.00	$45.00
DMV, 50 Boston Harbor Road, Dover Point Nightly Maintenance 5 Nights 5 PM - 11 PM	$45.00	$45.00
DOC, 8A Continental Drive, Exeter, NH Weekly Maintenance 1 day (Friday) from 8 AM - 4 PM	$92.00	$45.00
OPLC, 7 Eagle Square, Suites 100, 200 & 300, Concord, NH 5 Nights per week Monday to Friday After 5 PM	$60.00	$45.00
DOT, District 6, 271 Main Street, Durham Nightly Maintenance Three Days (M, W, F) 5 PM - 11 PM, REQUIRES A MINIMUM OF 3 HOURS PER NIGHT TO COMPLETE ALL TASKS AS INDICATED	$45.00	$45.00
Central Facilities, 64 South Street, Concord Nightly Maintenance (5 days) 5 PM to 11 PM	$120.00	$45.00
COMPLEX 1, DOS Belmont Safety Services Building, 3 Higgins Drive, Belmont NH One (1) Cleaning Per Week Weekly Maintenance after 4:15 PM	$85.00	$45.00
State Police MCU Section 2, 139 Iron Works Road, Concord, NH Daily Maintenance (5 days) 8 AM - 4 PM	$45.00	$45.00

Contractor Initials D

Date 5/10/24

DOC, 314 North State Street, Concord, NH 03301 Maintenance 8 AM to 11 AM on Monday	$92.00	$45.00

11. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

The items in the Offer Section include the most common services required by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may require additional services that relate to the services represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

12. INVOICE:

Itemized invoices shall be submitted to the individual agency after the completion of the 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.

13. PAYMENT:

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

Contractor Initials D

Date 5/23/24

EXHIBIT D - RFB 861-24/RFB 2902-24

RFB 2861-24/RFB 2902-24 is incorporated here within.

Contractor Initials D

Date 5/10/24

EXHIBIT E - CONTRACTOR'S BID

Contractor's bids are incorporated here within.

Contractor Initials D

Date 5/06/24

NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES

DIVISION OF PROCUREMENT AND SUPPORT SERVICES

REQUEST FOR BID FOR JANITORIAL CLEANING SERVICES

2929-25

DUE DATE 7/3/2024 11:00 AM (EASTERN TIME)

Bidder Initials KW

Date 7/2/24

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Bidder Initials

Date 7/2/24

1. **PURPOSE:**
   1.1. The purpose of this bid invitation is to establish a contract for Janitorial Cleaning 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:**
   2.1. Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and sign the bid transmittal letter.

3. **BID SUBMITTAL:**
   3.1. 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 paragraph 7 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.

   3.2. 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:**
   4.1. 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.

   4.2. Questions shall be submitted by email to Steve Burgess at **Steven.H.Burgess@DAS.NH.Gov**.

   4.3. 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:**
   5.1. 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.

   5.2. 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:**
   6.1. 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:**
   7.1. 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.

Bid Solicitation distributed on or by:	6/20/2024
Last day for questions, clarifications, and/or requested changes to bid:	6/27/2024
Bid Closing (Eastern Time):	7/3/2024 11:00 AM

8. **TERMS OF SUBMISSION:**
   8.1. 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.

   8.2. 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.

   8.3. 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.

Bidder Initials: [illegible]
Date: 7/2/24

8.4. 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.

8.5. 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.

8.6. CHAPTER ADM 600 DIVISION OF PROCUREMENT AND SUPPORT SERVICES RULESAPPLY TO AND ARE MADE A PART HEREOF.

8.7. 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:

9.1. The term of the contract shall commence on July 24, 2024, or upon approval of the Commissioner of the Department of Administrative Services or the Governor and Executive Council, whichever is later, through June 30, 2027, a period of approximately three (3) years.

9.2. 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.

10. CONTRACT AWARD:

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

10.2. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of a resultant contract. For the addition of new locations or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the successful contractor. Quotes shall be consistent with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. Any addition of new locations/equipment which constitutes a material change or increase in the assigned price limitation shall be effective upon approval of a contract amendment. Changes which do not constitute material change in scope of service or increased contract price limitation shall be effective upon written approval of the requesting agency.

10.3. 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):

11.1. 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).

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

11.3. 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:

12.1. 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:

13.1. 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.

13.2. 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:

13.3. 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

Bidder Initials CW

Date 7/2/24

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.

13.4. 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.

13.5. 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.

13.6. By submitting a proposal, Bidders acknowledge and agree that:

13.6.1. 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;

13.6.2. 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

13.6.3. 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:

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

15. VENDOR CERTIFICATIONS:

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

15.2. 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).

15.3. 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/.

15.4. 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.

15.5. 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:

16.1. Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of

Bidder Initials KW

Date 7/2/24

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.

16.2. 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".

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

17. AUDITS AND ACCOUNTING:

17.1. 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.

17.2. 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.

18. ESTIMATED USAGE:

18.1. 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.

19. USAGE REPORTING:

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

19.1.1. Contract Number

19.1.2. Utilizing Agency and Eligible Participant

19.1.3. Services Provided

19.1.4. Total Cost of all Services provided. Ability to sort by agency/eligible participant.

19.1.5. In Excel format

20. ESTABLISHMENT OF ACCOUNTS:

20.1. 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.

21. ELIGIBLE PARTICIPANTS:

21.1. 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.

22. TERMS OF PAYMENT:

22.1. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

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

Bidder Initials KM

Date 9/2/24

23. VENDOR RESPONSIBILITY:

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

23.2. 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.

23.3. 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.

23.4. 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.

23.5. 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.

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

23.6.1. Provide pricing information as indicated in the "Offer" section; and

23.6.2. Provide all other information required for the bid response (if applicable); and

23.6.3. Complete the "Vendor Contact Information" section; and

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

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

23.8. 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.

23.9. 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.

24. IF AWARDED A CONTRACT:

24.1. The successful Vendor shall complete the following sections of Appendix A (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)

24.2. Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.

24.3. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.

24.4. 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.

25. SPECIFICATIONS:

25.1. 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.

26. SITE VISITATION:

26.1. 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. Coordinate site visits with contact listed in the specifications.

27. SCOPE OF SERVICES:

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

27.2. **Vendor's Employees and Supervisors:**

27.3. Vendor shall provide on-site supervision. Vendor's supervisors shall be literate in the English language. Vendor's supervisors shall also be capable of communicating with all Vendors' employees in the event they do not speak English.

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Upon State Agency request, the Vendor shall provide documentation that the supervisor has the necessary skills and is paid at a higher rate than the custodians. The supervisor is required to be on-site at least once per month. At the discretion of the State Agency, Vendor may be required to assign additional supervisory oversight as required to correct performance problems. In the event of the regularly assigned supervisor's absence, Vendor shall provide a substitute of equal or greater skill level. Vendor shall provide the name, title, and cell phone number of the supervisor(s) to the State Agency.

27.4. **PER OCCURRENCE SERVICES:**

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

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

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

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

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

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

27.11. Prior to placing an individual in a State Facility, the Contractor shall provide a processed Criminal Records Release Form to the Facility. Forms can be found at https://www.nhsp.dos.nh.gov/our-services/criminal-records/criminal-history-record-requests. All Criminal Records Release Forms shall be no more than one (1) year old. Only individuals approved by the agency shall be allowed to work in said facility. Depending on the facility, enhanced security checks may be required.

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

27.13. **Daily Log:**

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

27.15. **WORK SCHEDULE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.34. **Definitions of Work and Work Standards:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27.50. *Damp Mopping* – shall be accomplished using cotton or sponge yarn mops, appropriate stain removal agents, heated water, and detergent. If required using as small amount of water as possible. A floor is considered properly damp mopped when all dirt, dust, marks, film, streaks, debris, and standing water has been removed.

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

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

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

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

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

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

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

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

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

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

27.61. Stripping a Resilient Tile Floor:

27.61.1. Walk through area noting problem spots; remove all sticky insoluble substances such as gum.

27.61.2. Dust mop the floor to remove any loose soils, paper clips, sand, dust, foreign objects, etc.

27.61.3. Strip the base boards and corners using wax stripper and scrub brush.

27.61.4. Strip floors, small areas at a time using "floor strippers" according to label directions.

27.61.5. Using stripping pads (or equivalent), agitate the area.

27.61.6. Remove the stripper using a wet/dry vacuum or mop and bucket with clean water.

27.61.7. Flood rinse the area with cool, clean water.

27.61.8. Pick up excess water and using a wet/dry vacuum or mop and bucket.

27.61.9. A second rinse may be needed.

27.61.10. Place caution signs around area until it is completely dry.

27.62. Building a Shine on a VCT Resilient Tile Floor:

27.62.1. Check floor, making sure that it is totally dry and free of any old finish or stripper residue.

27.62.2. If there is a whitish cast, this could indicate stripper or old finish still remains on the floor. If necessary, re-strip the floor.

27.62.3. Floor temperature should be above 54 degrees F for proper curing of finish.

27.62.4. Select and apply the proper floor finish.

27.62.5. Allow floor finish to dry completely.

27.62.6. Apply the proper number of coats of finish per manufacturer's recommendation.

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

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

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

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

27.67. For added protection of cement-based grout, a sealer may be applied according to the manufacturer's instructions. If unsure whether your specific tile requires sealing, stripping, and resealing, contact the tile supplier.

27.68. **Rubber Tile/Rolled Rubber Floors –**

27.68.1. For lightly soiled surfaces:

27.68.1.1. Remove all surface debris, grit, sand, and soil with a broom.

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27.68.1.2. Vacuum the entire rubber floor with a high CFM vacuum to assure the finer dirt and grit is removed. **Note:** never use mineral spirits, painter thinners or strippers or any petroleum products to clean the surface.

27.68.1.3. Mop the floor. A regular string mop or a microfiber flat mop with a mild solution of a neutral pH (7-9) cleaner can be used. Taski Profi cleaner or equivalent is an excellent choice for rubber but any neutral clean will work.

27.68.1.4. Damp mop (ONLY do not flood) the surface until you have removed all visible dirt, sand, and grim.

27.68.2. For heavily soiled surfaces:

27.68.2.1. Remove all surface debris, grit, sand, and soil with a broom and vacuum with a high CFM vacuum. If the rubber floor is especially dirty it may be necessary to hand mop some of the worst areas before beginning.

27.68.2.2. Depending on the amount of soiling, it may be necessary to clean the surface using only a hand mop or it may require using a power buffer or auto scrubber.

27.68.2.3. When using a buffer or auto scrubber, use only a mild pad or a soft nylon brush. If using a buffer, wet the area and buff only a workable area that can be completely buffed and vacuumed within fifteen (15) minutes.

27.68.2.4. Do not let the cleaning solution stand on the rubber floor for longer periods of time.

27.68.2.5. After the area has been thoroughly buffed, pick-up the solution with a wet/dry vacuum and repeat if necessary. For extremely heavy soils or for restorative cleaning it may be necessary to repeat the process with a more aggressive black pad in order to remove the dirt.

27.68.2.6. Once the surface is satisfactorily cleaned, rinse the surface with clean water. This can be done with a hand mop or an auto scrubber.

27.68.2.7.

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

27.70. 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).

27.71. 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.

27.72. 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.

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

27.74. 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.

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

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

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28. Specifications:

Department of Safety **Division of Emergency Services and Communications** **Criminal/Background checks will be required for any and all vendor employees that will be entering the facility.** **Each vendor employee will be required to sign a confidentiality agreement adhering to RSA 106-H:14.** **This is a 24/7 Facility**	
Division of Emergency Services and Communications – E911 50 Communications Drive Laconia, NH 03246	
Brandon McGorry 603-271-6911- Option 1 brandon.j.mcgorry@desc.nh.gov	
Nightly Maintenance (2 days – Sunday and Friday) Starting after 5pm	
Nightly Maintenance	
Clean Mats	All entrances
Damp Mopping (with cleaner/disinfecting solution)	All floors
Glass / Mirror Cleaning	All mirrors, glass partitions / doors and entrance / view window doors
Lavatory/Kitchen Cleaning	All, clean and sanitize toilet bowls and urinals, sanitize washbasin and polish fixtures, restock toilet paper, paper towels and hand soap dispensers. Mop bathroom floors with cleaner/disinfecting solution nightly. Sanitary disposal containers to be emptied nightly. Kitchen/breakroom counters and tabletops to be cleaned with cleaning/disinfecting solution. Mop kitchen floors with cleaner/disinfecting solution nightly.

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	PSAP Operations Kitchen/breakroom to be cleaned after 7:30 PM.
Passenger Elevator(s)	N/A
Receptacle Emptying - Internal & External	All large communal trash and recycling bins to be emptied each night on first floor. New can liners to be put in after emptying. All trash and recycling bins on the 2nd floor are to be emptied each night. New can liners to be put in after emptying. Onsite dumpsters for trash and recycling.
Spot Clean Carpeting	All floors
Spot Clean Floors	All floors
Spot Clean Furniture, Cubicle Panels & Chairs	All floors
Spot Clean Kitchens/Lavatory	All partitions, counters, sinks, tiled walls, and interior of waste cans/sanitary disposal containers.
Spot Clean Walls, Wall Panels & Partitions, Doors, Light Switches	All floors
Vacuum Carpets	All floors
Stairwell to 2nd floor	All, shall be cleaned, vacuumed and/or swept, wet mopped, etc.
Conference Room	Carpet vacuumed; trash can emptied and bag replaced; clean/sanitize table.
Sweeping	All floors
Every Other Day Maintenance	
Low Dust	All ledges (includes fireplace mantels, furniture, pictures, and windowsills)
Weekly Maintenance	
All restrooms – Wednesday's	Scrub, clean, disinfect grout, all partitions, counters, tile, urinals, toilets, walls/floors, waste can liners, sanitary disposal containers
High Dust – Monday's	All floors
Vacuum Upholstered Chairs – Friday's	All floors
Monthly Maintenance	
Lights	All Dust, remove bugs/debris from interior, notify building POC via e-mail of any bulbs needing replacement.
Metal Polishing	All lights fixtures, interior & exterior door hardware, interior handrails, kick plates & drinking fountains (brass, stainless & aluminum)
Vacuum elevator tracks	N/A
Quarterly Maintenance	

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Clean Ceiling Diffusers	All Floors
Machine Scrubbing/Floor Recoating	All Tiled and Rubber Floor Area including Lavatories
Special Additional Information	
• Approximate Sq. Ft = 15,000; 40-50 Employees • Carpet 90%; tile/vinyl/epoxy/rubber 10% • Bathrooms: 5 employee restrooms • Lights to be turned off in areas other than Public Service Answering Point (PSAP) Area • Quiet vacuum must be used in the Public Service Answering Point (PSAP) 911 Dispatch area • Janitor shall empty Floor Standing Cigarette Receptacles in Employee Parking Lot. • Key card/access cards will be given and will only work in designated areas. • All cleaning consumables shall be supplied by janitor as well as vacuums . • Suggested Staffing noted below: 2 – Cleaner (3+ hours)	
Excluded Areas	
The following are NOT part of the contract o All mechanical equipment and electrical rooms in the basement and mezzanine. o Server Rooms o Storage Rooms o Deleted areas from specifications: All storage, mechanical and electrical equipment rooms	

29. ADDITIONAL REQUIREMENTS:

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

29.2. 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).

29.3. 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.

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29.4. 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.

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

29.6. 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.

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

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

29.9. 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.

30. OBLIGATIONS AND LIABILITY OF THE VENDOR:

30.1. 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.

30.2. 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.

30.3. 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.

31. NON-EXCLUSIVE CONTRACT:

31.1. 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.

32. DISASTER RECOVERY:

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

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

33. ENVIRONMENTALLY FRIENDLY PRODUCTS:

33.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:

33.1.1. Energy or water efficient

33.1.2. Reusable

33.1.3. Recyclable

33.1.4. Contains postconsumer recycled materials

33.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal

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33.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)

33.2. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.

34. OFFER:

34.1. Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith. **Quotes in lieu of a completed offer sheet will not be accepted.**

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

Daily cleaning Sunday and Friday after 5:00 PM (2 days/week x 52 = 104 cleanings per year) Total square footage is approximately 15,000 sq. ft.		Daily Rate	Emergency Rate (hourly rate)
Division of Emergency Services and Communications – E911 50 Communications Drive, Laconia, NH 03246		$140.00	$ 45.00
Number of Custodians per day	Hours per Custodian	Number of Supervisor visits per month	
1-2	(3-4) or (2-3)	1-2	

35. LATE START DATE FEE

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

36. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

36.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

37. VENDOR CONTACT INFORMATION:

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

Kevin Wojcik — Contact Person
603-935-9435 — Local Telephone Number
603-935-9435 — Toll Free Telephone Number
KWOJCIK@GOCitywide.com — E-mail Address
NewHampshire.GOCITYWIDE.com — Company Website
CityWide Facility Solutions — Vendor Company Name
9 Cedarwood DR #1 Bedford, NH 03110 — Vendor Address
370954 — Vendor Number (provided by State of NH)
04-825-9824 — DUNS and/or SAM.GOV Number

Bidder Initials KW
Date 7/2/24

38. **The Bid Opening is open to the public online at the following:**

Join the meeting now

Meeting ID: 262 277 468 020

Passcode: 8whMAo

Dial in by phone

+1 603-931-4944,,386928135# United States, Concord

Find a local number

Phone conference ID: 386 928 135#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 115 652 051 4

More info

Bidder Initial: CW

Date: 7/2/24

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 *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Bidder Initials EW
Date 7/2/24

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 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

Bidder Initials: KW
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rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

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

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

8. EVENT OF DEFAULT/REMEDIES. 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

Bidder Initial: [illegible]

Date 7/2/24

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.

Bidder Initial IGW

Date 7/2/24

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 7/2/2024

Company Name: City Wide Facility Solutions

Address: 9 Cedarwood Dr #1 Bedford NH 03110

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

RE: Bid Invitation Name: **Janitorial Cleaning Services**
Bid Number: **2929-25**
Bid Posted Date (on or by): **6/20/2024**
Bid Closing Date and Time: **7/3/2024 11:00 AM (Eastern Time)**
Dear Steve Burgess,

[Insert name of signor] Edward Delavatte on behalf of City Wide Facility Solutions [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 # 2929-25 for Janitorial Cleaning Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

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

Authorized Signor's Signature _____ **Authorized Signor's Title** President

Bidder Initials EW
Date 7/2/24