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

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

March 12, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to amend an existing contract (Contract #8003550) with Karmic Landscapes, Inc., (VC#276864), Bow, NH for snow removal services by adding one additional location and increasing the price limitation by \$70,709.10 from \$278,652.00 to an amount not to exceed \$349,361.10 and no change to the completion date effective upon Governor and Executive Council approval through July 31, 2027. The original contract was approved by Governor and Executive Council on November 13, 2024, item #144.

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

## EXPLANATION

As previously stated, the original contract was approved by the Governor and Executive Council on November 13, 2024, item #144.

The Department of Administrative Services has requested to add one new location due to the previous contractor, Snow Systems Nationwide, being in default of their contract. The recommended price limitation represents a cost increase of \$24,588.30 compared to the original price limitation for this location on Contract #8003542, which was terminated in December 2024, for failure to provide services. Per occurrence services are allowed under the existing contract, and the contractor may enact the monthly billing fee for the new snow removal location upon Governor and Executive Council approval and not retroactively.

In accordance with the provision that allows the State to add and remove locations/equipment throughout the term of the contract (Contract #8003550), the Legislative Office Building, Concord is being added due to the previously awarded contractor being in default of their contract and not being able to perform the agreed upon services. Karmic

Landscapes, Inc. was the second lowest bidder for this location which was bid via RFB 2878-24.  
Below is the additional location and cost per year:

<b>Snow Systems Nationwide* (in default of contract)</b> Location	Size		FY25 (Oct '24-May '25)	FY26 (Oct '25-May '26)	FY27 (Oct '26-May '27)	Grand Total
<b>Legislative Office Building</b>	23,694	Monthly Service Fee (8-month season)	\$1,747.00	\$1,747.00	\$1,747.00	<b>\$41,928.00</b>
33 North State St, Concord NH		<b>Annual Totals</b>	\$13,976.00	\$13,976.00	\$13,976.00	

\* Lowest Bidder in default of contract December 2024

<b>Karmic Landscapes, Inc. ** (2<sup>nd</sup> lowest bidder)</b> New Location	Size		FY25** (Jan. '25-May '25)	FY26 (Oct '25-May '26)	FY27 (Oct '26-May '27)	Grand Total
<b>Legislative Office Building</b>	23,694	Monthly Service Fee (8-month season)	\$3,061.00	\$3,061.00	\$3,061.00	<b>\$64,281.00</b>
33 North State St, Concord NH		<b>Annual Totals</b>	\$15,305.00	\$24,488.00	\$24,488.00	

\*\* FY25 Annual totals will be prorated dependent on approval date and remaining months

The current price limitation of this contract is \$278,652.00. The increase of \$70,709.10 is needed in order to perform snow plowing services for the next three years at the above listed location and includes an allowance of \$6,428.10 for unforeseen services that may arise throughout the contract term. This amount was determined by the original bid and Karmic Landscapes, Inc. being the second lowest bidder for this location.

Contract Financials	
Current price limitation	\$ 278,652.00
Add this amendment	\$ 64,281.00
Additional 10% services allowance	\$ 6,428.10
New recommended price limitation	\$ 349,361.10

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Karmic Landscapes, Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

<b>Bid Description</b>	Snow Removal	<b>Agency</b>	Statewide
<b>RFB#</b>	2878-24		
<b>Agent Name</b>	Liz Moskalenko	<b>Bid Closing</b>	06/03/2024

<b>SECTION II - SNOW REMOVAL - INDIVIDUAL LOCATION PRICING</b>				<b>Snow Systems NationWide** LOWEST BIDDER</b>						
<b>Facility</b>	<b>Lot/Roadway Sq. Foot</b>	<b>Stair/Walkway Sq. Foot</b>	<b>Frequency Charge</b>	<b>Year One Season</b>	<b>Year Two Season</b>	<b>Year Three Season</b>	<b>Extended 3yr Seasonal Service Total</b>	<b>Year Four Season Rate (if applicable)</b>	<b>Year Five Season Rate (if applicable)</b>	
<b>NHDAS - Department of Administrative Services CFB</b>										
<b>Legislative Office Building</b>	23,694	n/a	monthly	<b>Monthly Service Fee</b>	\$1,747.00	\$1,747.00	\$1,747.00	\$41,928.00	\$0.00	\$0.00
33 North State St, Concord NH				<b>Annual Totals</b>	\$13,976.00	\$13,976.00	\$13,976.00		\$0.00	\$0.00

\*\*As of December 2024, Snow Systems Nationwide is in DEFAULT of contract due to failure to provide contracted services. Second lowest bidder--Karmic Landscapes, Inc-- awarded this location.

				<b>Karmic Landscapes, Inc., 18 Albia Rd., Bow NH - #276864      **Second Lowest Bidder**</b>						
				<b>Year One Season</b>	<b>Year Two Season</b>	<b>Year Three Season</b>	<b>Extended 3yr Seasonal Service Total</b>	<b>Year Four Season Rate (if applicable)</b>	<b>Year Five Season Rate (if applicable)</b>	
<b>Legislative Office Building</b>				<b>Monthly Service Fee</b>	\$3,061.00	\$3,061.00	\$3,061.00	\$73,464.00	\$0.00	\$0.00
33 North State St, Concord NH				<b>Annual Totals</b>	\$24,488.00	\$24,488.00	\$24,488.00		\$0.00	\$0.00

				<b>CK Landmark Construction Corporation, 30 Villanova Dr., Concord NH - 463983</b>						
				<b>Year One Season</b>	<b>Year Two Season</b>	<b>Year Three Season</b>	<b>Extended 3yr Seasonal Service Total</b>	<b>Year Four Season Rate (if applicable)</b>	<b>Year Five Season Rate (if applicable)</b>	
<b>Legislative Office Building</b>				<b>Monthly Service Fee</b>	\$3,125.00	\$3,125.00	\$3,125.00	\$75,000.00	\$0.00	\$0.00
33 North State St, Concord NH				<b>Annual Totals</b>	\$25,000.00	\$25,000.00	\$25,000.00		\$0.00	\$0.00

		LA Brochu Inc., 121 Commercial St., Concord NH - #154371					
		Year One Season	Year Two Season	Year Three Season	Extended 3yr Seasonal Service Total	Year Four Season Rate (if applicable)	Year Five Season Rate (if applicable)
Legislative Office Building	Monthly Service Fee	\$4,000.00	\$4,000.00	\$4,000.00	\$96,000.00	\$0.00	\$0.00
33 North State St, Concord NH	Annual Totals	\$32,000.00	\$32,000.00	\$32,000.00		\$0.00	\$0.00

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	3 Years
Price Limitation	\$349,361.10
Number of Solicitations Received	30
Number of Sourced bidders	53
Number of NIGP Vendors Sourced	207
Number of non-responsive bidders	230
P-37 Checklist Complete	Yes
Method of Payment (P-card/ACH)	P-Card/ACH
FOB Delivered	Yes
Expiring Contract Price Limitation	\$278,652.00
Total Cost Increase (\$/%)	\$24,588.30 53% Increase
<p>Special Notes --As of December 2024, Snow Systems Nationwide is in DEFAULT of contract due to failure to provide contracted services. Second lowest bidder-- Karmic Landscapes, Inc.-- awarded this location. Karmic Landscapes, Inc.'s original bid is represented here but will be prorated upon approval of The Department of Administrative Services with a start date of January 2025. The total cost increase of \$24,588.30 is based on the prorated amount of Karmic Landscapes, Inc. bid</p>	



**FIRST AMENDMENT TO THE CONTRACT BETWEEN  
KARMIC LANDSCAPES, INC.  
THE STATE OF NEW HAMPSHIRE,  
DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SNOW REMOVAL SERVICES  
CONTRACT # 8003550**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 10 day of February 2025, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Karmic Landscapes, Inc. hereinafter referred to as "the Contractor") for Snow Removal Services.

WHEREAS, pursuant to an agreement effective November 13, 2024, and set to expire July 31, 2027, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform snow removal 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:

\$349,361.10

2. Amend Exhibit C, 11.1 Contract Price: Change to the following: \$349,361.10

3. Amend Exhibit C, Pricing Structure, to add the following location to the existing contract, effective upon Governor and Executive Council approval, through July 31, 2027.

Location	Size		FY25** (Jan '25-May '25)	FY26 (Oct '25-May '26)	FY27 (Oct '26-May '27)	Grand Total
Legislative Office Building	23,694	Monthly Service Fee ( 8-month season)	\$3,061.00	\$3,061.00	\$3,061.00	\$64,281.00
33 North State St, Concord NH		Annual Totals	\$15,305.00	\$24,488.00	\$24,488.00	

\*\* FY25 Annual totals will be prorated dependent on approval date and remaining months

4. Amend Appendix A, Agency Specific Location Requirement, to add the following location to the existing contract, effective upon Governor and Executive Council approval, through July 31, 2027.

Location	Size		FY25** (Jan '25-May '25)	FY26 (Oct '25-May '26)	FY27 (Oct '26-May '27)	Grand Total.
Legislative Office Building	23,694	Monthly Service Fee ( 8-month season)	\$3,061.00	\$3,061.00	\$3,061.00	\$64,281.00
33 North State St, Concord NH		Annual Totals	\$15,305.00	\$24,488.00	\$24,488.00	

\*\* FY25 Annual totals will be prorated dependent on approval date and remaining months

5. All other provisions of the Agreement, approved by the Governor and Executive Council on November 13, 2024, Item #144 shall remain in full force and effect.

Contractor Initials: *[Signature]*

Date: 2/10/25

KARMIC LANDSCAPES, INC.

By:

[Signature]  
Kris Reynolds  
(Print Name)

Title:

owner President

Date:

2/10/25

STATE OF NEW HAMPSHIRE

By:

[Signature]  
Charles M. Arlinghaus  
(Print Name)

Title:

Commissioner  
Department of Administrative Services

Date:

3-25-25

OFFICE OF THE ATTORNEY GENERAL

By:

[Signature]  
Christen Lavers  
(Print Name)

Title:

Assistant Attorney General

Date:

4/1/25

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

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

(Print Name)

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

Contractor Initials: [Signature]

Date: 2/10/25

# 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 KARMIC LANDSCAPES, INC is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 11, 2014. 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: 704294

Certificate Number: 0006787158



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of October A.D. 2024.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Kristofer Peixinho-Reynolds, Member of Karmic Landscapes, INC do hereby certify that:

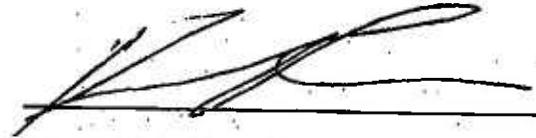
1. I am duly elected member of Karmic Landscapes, INC
2. I am the sole Member of Karmic Landscapes, INC
3. I am the sole individual authorized to enter into contracts on behalf of Karmic Landscapes, INC

**Resolved:** That this Corporation enter in a contract with the State of New Hampshire, for the provision of snow and ice management services.

**Resolved:** That the member, Kristofer Peixinho-Reynolds hereby is authorized on behalf of this Corporation to enter into the said contract with the state of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendment, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.

Resolved: That the signature of any Member of this Corporation affixed to any instrument of document in or contemplated by these resolutions shall be conclusive evidence of the authority of said member to bind this Limited Liability Corporation, thereby;

1. The foregoing resolutions have not been amended, revoked or annulled and remain in full force and effect for a period of 180 days.
2. The following person has been duly elected to and now occupy the offices as indicated below

  
\_\_\_\_\_  
Kristofer Peixinho-Reynolds                      Member

IN WITNESS WHEREOF, I have set my hand as the Member of the said corporation this 17 day of February, 2025

County of Merrimack

State of New Hampshire

On this 17th of February, 2025

Known to me or proven to be the instrument subscriber personally appeared before me and acknowledge that He/she executed the foregoing instrument.

  
\_\_\_\_\_

Notary Public







144 511



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street,  
Concord, New Hampshire 03301  
(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

October 30, 2024

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** contract with Karmic Landscapes, Inc. (VC# 276864), Bow, NH, in an amount up to and not to exceed \$278,652.00 for snow removal, with the option to renew for up to an additional two years effective retroactive to October 1, 2024, upon Governor and Executive Council approval through July 31, 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

This request is **Retroactive** due to staging requirements for equipment and site preparations prior to seasonal snow fall.

The Department of Administrative Services, through the Bureau of Purchase and Property issued a request for bid (RFB) 2878-24 on April 22, 2024 with responses due on June 14, 2024. This RFB reached 207 vendors through the NIGP electronic sourcing platform with an additional 53 directly sourced. There were 30 compliant responses received and 25 eligible for contracts. Karmic Landscapes, Inc, submitted the lowest total pricing for their respective locations. Karmic Landscapes, Inc's pricing represents a maximum cost avoidance of \$454,740.00 respectively when compared to other respondents pricing. Overall, this will result in a multi-contract award and this request is to award Karmic Landscapes, Inc a snow removal contract in order to provide snow removal services at competitive prices.

The following table represents the recommended contract awards resulting from RFB 2878-24:

Contractor Name	Contractor Name	Contractor Name
ACR Construction LLC	Karmic Landscapes, Inc.	Pleasantscapes LLC
Amoskeag Maintenance Services, LLC	Katahdin Property Services LLC	Raymond's Landscaping LLC
Awesome Service Affordable Pricing Landscaping & Design LLC	LaValley Northern Services	Rey's Paving LLC
CK Landmark Construction Corporation	Leighton Roofing	RP Enterprises LLC

C.R. Dutton Outdoor Service	North Atlantic Services, LLC	RWN Property Services, Inc.
Elf's Landscaping, Inc.	Northern Lights Landscape Contractor, LLC	Saint's Lawn Care
Four Seasons Landscaping, LLC	Piedmont Excavation & Septic, LLC	Snow Systems Nationwide
G.W. Brooks & Son, Inc.	Piscataqua Landscaping & Tree Service, LLC	TH Turnkey Construction LLC

Upon approval, Karmic Landscapes, Inc will provide snow removal services at the 2 awarded locations as well as maintain the State's ongoing need for any snow removal services throughout the State of New Hampshire. This requested contract will allow for cost effective and efficient sourcing of services by location proximity and service availability.

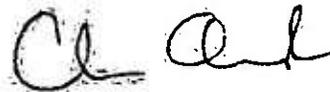
The requested price limitation for this contract is \$278,652.00 and is inclusive of anticipated State agency snow removal and applicable services, and includes. When compared to the expiring contract (Contract #8002916) there is a 12.1% increase and \$21,000 difference over the three-year term. This increase arises from the fuel and plow equipment inflation seen over the last three years. The U.S. Energy Information Administration shows a 17.2% inflation in gasoline since 2021 and the U.S. Bureau of Labor Statistics shows a 16.7% increase in metal manufacturing prices between 2020 and 2023 and have yet to decline. The recommended price limitation also includes an allowance for additional services that may arise throughout the contract term.

This contract, upon approval will provide State agencies the ability to have snow removed safely and expediently through and insured contractor over the following three winter seasons at the lowest competitively bid price.

Contract Financials	
Estimated Term Spend (3 year)	\$253,320.00
Add allowance for additional services	\$25,332.00
Recommended price limitation	\$278,652.00

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract with Karmic Landscapes, Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB 2878-24 Bid Summary

<b>Bid Description</b>	Snow Removal	<b>Agency</b>	Statewide
<b>RFB#</b>	2878-24		
<b>Agent Name</b>	Liz Moskalenko	<b>Bid Closing</b>	6/14/2024

<b>Contractor Name / Address</b>	<b>Locations Servicing</b>	<b>Allowance for Additional Serviced Locations</b>	<b>Recommended Price Limitation</b>
Amoskeag Maintenance Services, LLC, 4 Robinson Road, Bow NH	Non-Regular	\$900.00	\$9,900.00
Awesome Service Affordable Pricing Landscaping & Design LLC, 8 Ogden Dr, Bow NH	9	\$37,880.00	\$416,680.00
C.R. Dutton Outdoor Service, 18 Teaberry Ln, Bedford NH	7	\$33,620.00	\$369,820.00
CK Landmark Construction Corporation, 30 Villanova Dr., Concord NH	6	\$36,045.00	\$396,495.00
Elf's Landscaping, Inc., 296 Walnut St., Rochester NH	2	\$5,217.50	\$57,392.50
Four Seasons Landscaping, LLC, 69 Mechanics St., Lancaster NH	1	\$4,600.00	\$50,600.00
G.W. Brooks & Son, Inc., 362 Eaton Rd., Freedom NH	1	\$3,591.20	\$39,503.20
Karmic Landscapes, Inc., 18 Albin Rd., Bow NH	2	\$25,332.00	\$278,652.00
Katahdin Property Services LLC, 135 East Main St., Dover-Foxcroft ME	14	\$81,883.80	\$866,971.80
LaValley Northern Services, 86 Deering Center Rd., Deering NH	1	\$3,600.00	\$39,600.00
Leighton Roofing, 1245 1st Crown Point Rd., Strafford NH	4	\$7,600.00	\$83,600.00
North Atlantic Services, LLC, 76 Depot Rd., Epping NH	11	\$40,473.00	\$445,203.00
Northern Lights Landscape Contractor, LLC, 395 Elm St., Milford NH	2	\$11,567.76	\$127,245.41
Piedmont Excavation & Septic, LLC, 2012 Dover Rd, Epsom NH	2	\$11,369.60	\$125,065.60
Piscataqua Landscaping & Tree Service, LLC, 26 Maclellan Ln., Eliot ME	1	\$5,568.00	\$61,248.00
Pleasantscapes LLC, 305 Marcy Hill Rd., E Swanzey NH	3	\$9,390.00	\$103,290.00
Raymond's Landscaping LLC, 211 Bog Road, Concord, NH	Non-Regular	\$900.00	\$9,900.00
Rey's Paving LLC, 544 Wentworth St, Manchester NH	2	\$15,000.00	\$165,000.00
RP Enterprises LLC, 15 Glastombury Drive, Sandown NH	1	\$21,432.00	\$235,752.00
RWN Property Services, Inc., 24 Emery Ln., Conway NH	2	\$5,271.60	\$57,987.60
Saint's Lawn Care, 211 Dowboro Road, Pittsfield NH	2	\$2,916.00	\$32,076.00
Snow Systems Nationwide, 13301 Wilmot Rd., Bristol WI	13	\$123,460.80	\$1,358,068.80
TH Turnkey Construction LLC, PO Box 1612, Meredith NH	4	\$8,820.00	\$97,020.00



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB 2878-24 Bid Summary

Notes: RFB 2878-24 for snow removal services; a multi-vendor contract noted above will provide consistent and centralized agency-level experience with the ability to obtain required winter accumulation removals as necessary. It is important to note that a large percentage of submissions provided an increase in service costs over the new 3yr term, the suggested increase is affected by higher fuel prices, equipment upkeep and labor costs. The price limitation for each awardee includes any on-call services for non-regularly serviced agency locations for operational and potential safety hazards should there be any possible excess demand for winter event services over the term of the contract.

**Karmic Landscapes, Inc., 18 Albin Rd., Bow NH - #276864**

**Bid 2878-24 Snow Removal - Individual Locations (Year Four & Five - Optional Only)**

**SECTION II - SNOW REMOVAL - INDIVIDUAL LOCATIONS AWARDED**

Facility	Lot/Roadway Sq. Foot	Stair/Walkway Sq. Foot	Frequency Charge	Year One Season	Year Two Season	Year Three Season	Extended 3yr Seasonal Service Total	Year Four Season Rate if applicable	Year Five Season Rate if applicable
<b>NH DMAVS/NG - Department of Military Affairs and Veterans Services / National Guard</b>									
<b>Army Aviation Support Facility &amp; Tarmac</b>	866,664	17,721	Monthly Service Fee	\$8,125.00	\$8,125.00	\$8,125.00	\$195,000.00	\$0.00	\$0.00
26 Regional Dr, Concord NH			Annual Totals	\$65,000.00	\$65,000.00	\$65,000.00			
<b>NHDAS - Department of Administrative Services CFB</b>									
<b>State Capitol Building **</b>		18,564	Monthly Service Fee	\$2,430.00	\$2,430.00	\$2,430.00	\$58,320.00	\$0.00	\$0.00
107 North Main St, Concord NH			Annual Totals	\$19,440.00	\$19,440.00	\$19,440.00			

**Notice:**  
Need DMAVS vet & vendor must take course

<b>3yr Term Total Awarded</b>	<b>\$253,320.00</b>
<b>Add allowance for additional services</b>	<b>\$25,332.00</b>
<b>Recommended Price Limitation</b>	<b>\$278,652.00</b>

G&C Required

**Notes:**

Karmic Landscapes, Inc.'s submission for RFB 2878-24 for snow removal services; a multi-vendor contract will provide consistent agency-level experience with the ability to obtain required winter accumulation removals as necessary for the locations noted above. The price limitation for awardee includes any on-call services for non-regularly serviced agency locations for operational and avoidance of potential safety hazards should there be any possible excess demand for winter event services over the term of the contract.

**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 Karmic Landscapes, Inc.		1.4 Contractor Address 18 Albin Rd., Bow NH	
1.5 Contractor Phone Number 603-290-1463	1.6 Account Unit and Class Various	1.7 Completion Date July 31, 2027	1.8 Price Limitation \$278,652.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature <i>Kristofer Peixinho-Reynolds</i> <small>Kristofer Peixinho-Reynolds (DC: 3, 7034 1120 E07)</small> Date: 09/10/2024		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature <i>Charles M. Arlinghaus</i> Date: 10/17/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: October 29, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) 144 G&C Item number: _____ <i>[Signature]</i> <b>SECRETARY OF STATE</b> G&C Meeting Date: <b>NOV 13 2024</b>			

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

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

## 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A - SPECIAL PROVISIONS**

There are no special provisions of this contract.

## EXHIBIT B - SCOPE OF SERVICES

### 1. INTRODUCTION:

1.1. Karmic Landscapes, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, services with Karmic Landscapes, Inc. in accordance with the bid submission in response to State Request for Bid 2878-24 and as described herein.

### 2. CONTRACT DOCUMENTS:

2.1. 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 2878-24
- EXHIBIT E Contractor's Bid Response
- APPENDIX A Additional Agency Specific Location Requirements

2.2. 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 2878-24," (5) EXHIBIT E "Contractor's Bid Response," and (6) "Appendix A."

### 3. TERM OF CONTRACT:

3.1. The term of the contract shall commence on October 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through July 31, 2027, a period of approximately three (3) years.

3.2. 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 Commissioner of the Department of Administrative Services or Governor and Executive Council.

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

### 4. SCOPE OF WORK:

4.1. This Scope of Service shall apply as an overall scope of services required in the removal of snow, slush buildup and or icing at all locations State of New Hampshire contracted Agencies require serviced.

4.2. The term Contractor shall also cover any services provided by any Contractor Subcontractor(s) or respective employee(s).

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

4.4. Trucks shall be equipped so as to be capable of plowing snow and sanding under all storm conditions. All vehicles being used by the Contractor or Subcontractor must be owned and registered to the Contractor or Contractors Subcontractor and all vehicles must be manned and operated by Contractor, Contractors Subcontractor or employees of Contractor or Contractors Subcontractors. All equipment used in the performance of services shall have amber flashing lights and strobe lights. These lights shall be on and in working condition at all times during operations. Vehicles not meeting this criterion shall be taken out of service immediately. No exceptions shall be permitted.

4.5. Site contacts shall be retained and/or shared with any/all subcontractors.

4.6. Except as otherwise specified in this Scope of Service (see Agency Specification Section), all services performed under this contract shall be performed between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday unless other arrangements have been made in advance with the State location Contractor is awarded. Any deviation in work hours shall be pre-approved by the utilizing Agency's contact.

- 4.7. The State shall require a ten day advance knowledge of said work schedules to provide security and access to respective work areas and where strict security requirements are needing to be met prior to commencing awarded location(s).
- 4.8. No premium charges will be permitted or paid for any off hour work.
- 4.9. Contractor shall commence operations as follows:
- 4.9.1 To remove all snow, slush buildup and ice from entrance roadways, parking lots, and other areas of facilities as listed and specified herein. Salting, sanding, calcium chloride, potassium chloride or other approved product shall be included in the plowing/removal bids. Some building sidewalks/walkways are included in this bid. Please note which sites include sidewalks/walkways.
  - 4.9.2 Areas requiring snow plowing are to be properly staked prior to the start of each snow season. This is to be completed by the Contractor. If damage is found while the Contractor is staking the property, the Contractor shall be responsible for notifying the Contract Manager in writing. The State of New Hampshire will reject any claim that the area was damaged before snow plowing commenced if the claim was not made before the first storm.
  - 4.9.3 Plowing and removal operations shall begin upon the accumulation of two (2) inches of snow or more, unless otherwise specified differently in the facility's scope of work and
  - 4.9.4 Salting and sanding shall occur at any time conditions warrant. Examples are; freezing rain, black ice, sleet, spring melt off, and snow drift clean-up.
  - 4.9.5 Snow is to be removed as soon as accumulation reaches two (2) inches, every time it snows, and plow continuously for the duration of the storm so as not to allow accumulations of two (2) inches of snow, or sanded/salted in the event emergency vehicles need to gain access to any part of the location, they will be able to do so. All areas requiring services shall be completed by the times indicated for that location.
  - 4.9.6 The Contractor shall maintain locations with the goal of obtaining bare and dry pavement. Bare pavement should occur as soon as practical after a winter storm terminates.
  - 4.9.7 In the event that plowing operations (by the Contractor, city, town, or state) creates snowbanks impairing the vision of vehicles and pedestrians entering and exiting the locations, these banks shall be removed to ensure safe entering and exiting can occur.
  - 4.9.8 This shall be completed within forty-eight (48) hours after the cessation of the storm. Additionally, the Contractor is responsible to remove all snow from areas connecting roadways to parking lots or spaces left by plow trucks.
  - 4.9.9 Some locations require either additional or only walkway and sidewalk snow removal. The Contractor shall always keep walkways and sidewalks safe and passable. The clearing of walkways and sidewalks shall not be done with equipment larger than the width of the walk or sidewalk. Special care must be exercised not to damage commemorative plaques, monument, and statutes. Hand shoveling shall be done within three (3) feet of the aforementioned items.
  - 4.9.10 Many locations regularly receive high volumes of vehicle and foot traffic. As such, snow shall not be pushed up against any buildings. All entrances, exits, and windows must be clear of clear of snow and ice. Additionally, all snow must be moved away from all generators, transformers, dumpsters, gate entrances and exits, fencing, dock or designated loading and unloading areas, above ground fuel storage tanks, building fuel fill ports, HVAC units, and external safety devices, such as fire hydrants. These areas and equipment are to remain clear and accessible at all times.

- 4.9.11 Locations may request roof clearing services as needed and at their discretion. Upon request by the Property Contact, Contractors will supply labor and equipment to remove excessive snow loads from the roof of the property. "Excessive snow loads" will be determined solely by the Property Contact. Contractor will be responsible for supplying all labor and equipment necessary to complete roof snow removal in an efficient manner, including equipment necessary to transport snow blowers and personnel onto the roof. The Property Contact will meet with Contractor prior to the work to see if the amount of snow to be removed and the location where snow can be stored. Contractor shall perform the work in a manner that preserves the integrity of the roofing system. Contractor shall make best efforts to perform the work within forty-eight (48) hours of notice by the Property Contact. Contractor is responsible for snow drift and wind row clean-up. Contractor may be called to return to the site to plow snow drifts during, after, or between storms. In the event that the Contractor cannot perform the aforementioned work, they shall take all reasonable steps to arrange for the work to be performed.
- 4.9.12 Contractor may use parking spots to store snow. Snow storage in parking spots shall not exceed five (5) percent of the available spots or as specified by the location. Handicap parking spots shall be kept completely free and clear.
- 4.9.13 The State does not provide or allow snow removal of snow from one State facility to be deposited at another State facility. All removed snow shall be lawfully disposed of. Under no circumstances shall the Contractor push or plow snow onto public or private walkways and roadways.
- 4.9.14 Contractor shall clear concrete walkways and driveways with sand treated with magnesium chloride or other approved product(s) only. No salt shall be used on these surfaces. Snowplow blades used on these surfaces shall be rubber, urethane, or other approved product(s).
- 4.9.15 Contractor may stage equipment at serviced locations on a case-by-case basis. To stage equipment, Contractor must notify the Property Contact and receive permission in writing prior to staging equipment.
- 4.9.16 All equipment used in the performance of services shall be fitted with rubber tires. No metal chains shall be on the equipment.
- 4.9.17 All equipment shall be free of foreign substance on all areas to be utilized in the plowing of the job site. A foreign substance is defined as any of the following: motor vehicle fluids (oil, gas, diesel, grease); plow fluids (fluids, grease); tobacco (no form of tobacco shall be in use in the vehicles while at the facility); and vehicle refuse (trash in vehicle that may escape into the plowing area). Vehicles and/or equipment that do not meet the above criterion shall be immediately taken out of service until the problem(s) are corrected. No exceptions shall be permitted.
- 4.9.18 In the event of a hazardous waste spill, any captured hazardous materials must be disposed of promptly and properly. This disposal shall take place within two (2) working days of the incident. The Contractor shall be required to provide copies of all disposal records and logs.
- 4.9.19 The Contractor shall report all accidents involving injury or major damage immediately after occurrence to law enforcement officials (if necessary), to the facility location contact, and the Contract Manager.
- 4.9.20 Damage to curbing, pavement, grates, guard rails, etc., shall be reported at the earliest opportunity, but no later than four (4) hours after occurrence, to the facility location contact. All damages will be shown to and annotated by facility location contact. Damages noted above are to be repaired by the Contractor, at the Contractor's expense, as soon as possible after occurrence. Unrepaired damages may result in delayed payments to Contractor. Final payment will not be made unless all repairs have been completed and approved by the facility location contact. All repaired damages will be reviewed, approved, and signed off by the designated person at each facility location.

- 4.9.21 Contractor shall establish and implement methods of ensuring all cardkeys and keys issued to the Contractor by the State are not lost or misplaced. Contractor shall ensure card keys and keys are not used by unauthorized persons. No card keys and keys issued to the Contractor shall be duplicated. The Contractor shall report the loss of key cards and keys to the facility contact. In the event that keys are lost, the Contractor shall be required to rekey or replace the affected lock(s). The State, at its discretion, may replace the affected lock(s) or perform the rekeying. When the replacement of lock(s) or rekeying is performed by the State, the total cost of rekeying or lock replacement shall be deducted from the monthly payment due to the Contractor.
- 4.9.22 It is the responsibility of the Contractor to prohibit the use of keys issued by the State to any person(s) other than the Subcontractors or employees of the Contractor or Contractors Subcontractor.
- 4.9.23 Contractor shall complete spring clean-up prior to requesting a sign-off for the end of season from the facility location. Final payment shall be invoiced after the clean-up has occurred and approved.

**4.10: Additional Agency Site Specific Location Requirements:**

- 4.10.1 Contractor shall refer to **Appendix A** for further awarded site specific requirements, and the coinciding Agency. Contractors shall strictly be required to adhere to the agency specific special requirements for any and all applicable locations awarded; snow plowing and or removal, slush buildup plowing and or removal, ice removal remediation. The term Contractor shall apply to any/all Subcontractor(s) or respective employee(s) of the Contractor. The term snow removal and or snow plowing services in Section Two (2) shall include but shall not be limited to salt/sand or other specified form of ice melt, the shoveling, snow blowing, clearing or removal of winter precipitation from walkways, sidewalks, plazas and the like.

**5. ADDITIONAL REQUIREMENTS:**

- 5.1 The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location 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 contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 5.2 A criminal background check shall be required for all New Hampshire State Police locations prior to services being performed for all Contractors, their staff and subcontractors. See Section 10 CONFIDENTIALITY & CRIMINAL RECORD, Subsection 10.1
- 5.3 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.
- 5.4 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.
- 5.5 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.

- 5.6 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.
- 5.7 Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.8 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.
- 5.9 All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 5.10 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.
- 5.11 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.

**6. SUBCONTRACTORS:**

- 6.1. If subcontractors are to be utilized, the following shall be required:  
Information regarding the proposed sub-contractors including contact information including but not limited to:

Company name  
Address  
Telephone information  
Contact person  
Three references for clients they are currently servicing.

Contractors shall be responsible to pay subcontractors in a timely manner ensuring no disruptions to servicing State locations are incurred.

Contractor shall be held responsible for any damages or negligence of contract requirements by and from subcontractors.

Should damages occur and subcontractor nor Contractor have not remedied damages with repairs or payment, Contractor shall be held liable wherein final payment due to Contractor shall be reduced by amount(s) owed for repairs stemming from sign-off for end of season from the serviced location.  
Approval by the State must be received prior to a sub-contractor starting any work.

**7. USAGE REPORTING:**

- 7.1. The Contractor shall submit a quarterly 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, Liz Moskalenko and sent electronically to [Elizabeth.A.Moskalenko@DAS.NH.Gov](mailto:Elizabeth.A.Moskalenko@DAS.NH.Gov). At a minimum, the Report shall include:

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

**8. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**

- 8.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2878-24, as described herein, and under the terms of this Contract.
- 8.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up to date contact information.
- 8.3. 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.
- 8.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/Contractorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 8.5. 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.
- 8.6. Successful Contractor shall not be allowed to require any other type of order, nor shall the successful Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

**9. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**

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

**10. CONFIDENTIALITY & CRIMINAL RECORD:**

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

**EXHIBIT C - METHOD OF PAYMENT**

**11. CONTRACT PRICE:**

11.1 The Contractor hereby agrees to provide snow removal services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$278,652.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**12. PRICING STRUCTURE:**

12.1

Facility	Lot/Roadway Sq. Foot	Stair/Walkway Sq. Foot	Frequency Charge	Year One Season	Year Two Season	Year Three Season	Extended 3yr Seasonal Service Total
<b>NH DMAVS / NG - Department of Military Affairs and Veterans Services / National Guard</b>							
Army Aviation Support Facility & Tarmac	866,664	17,721	Monthly Service Fee	\$8,125.00	\$8,125.00	\$8,125.00	\$195,000.00
26 Regional Dr, Concord NH			Annual Totals	\$65,000.00	\$65,000.00	\$65,000.00	
<b>NHIDAS - Department of Administrative Services CFB</b>							
State Capitol Building **		18,564	Monthly Service Fee	\$2,430.00	\$2,430.00	\$2,430.00	\$58,320.00
107 North Main St, Concord NH			Annual Totals	\$19,440.00	\$19,440.00	\$19,440.00	

**13. PRICING STRUCTURE (milestones)**

13.1. Fixed Service Fees—Milestone Payment Schedule

13.2. The Contractor shall provide the requested snow removal services under a monthly fixed-fee, service-based payment arrangement. The Contractor will bill the State each month for services completed from the prior month.

13.3. The monthly unit costs of services are based upon the contracts planned service period of 8 months per each seasonal year and will be billed monthly.

**14. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:**

14.1. State will request quotations by providing a SOW describing the services required and the applicable technical qualifications for possible additional individual site locations. Contractor must return RFQ (request for quote) by the date and time noted on the RFQ. The quoted rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

14.2. Should no responses be received via the RFQ process, the State shall then proceed to post the location(s) requiring service(s) externally to the general public.

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

**15. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:**

15.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies. During the term of contract, the State may purchase other items in relation to the service/product represented herein from the successful Contractor's balance of product line or optional services. All services/items ordered shall include all charges as specified in submitted "Bid Prices".

**16. INVOICE:**

- 16.1. Invoices shall be submitted to the corresponding State agency following completion work for each month (one invoice per month). Invoicing period will be from October through May and reflect equal installments not to exceed the annual total represented in a resultant contract. Invoices received in advance of completed work shall be rejected by the State and require a new invoice be submitted for processing.
- 16.2. Invoices shall clearly state; amount being invoiced for a specific month, location address and any/all services provided (i.e., October, applicable serviced location(s), service provided). A simple line item stating snow removal with no other information will not be accepted.
- 16.3. Final invoice; Prior to submitting, Contractor must complete any and all required site repairs that have been incurred due to seasonal snow removal, and secure an approved and signed copy of the site end of season Sign-Off Form. Final invoice must include approved and signed end of season checklist by Site Manager. All end of service year invoices shall be accompanied by end of season Sign Off Form by no later than June 1st of the current season.
- 16.4. Contractor shall be paid once approved, within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.
- 16.5. The invoice shall be sent to the address of the using agency under agreement.

**17. PAYMENT:**

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

**EXHIBIT D - RFB 2878-24**

RFB #2878-24 is incorporated here within.

Contractor Initials KR

Date 09/10/202

**EXHIBIT E - CONTRACTOR'S BID**

Contractor's bid is incorporated here within.

## APPENDIX A – ADDITIONAL AGENCY SPECIFIC LOCATION REQUIREMENTS

Contractor shall refer to their respective P-37 and the coinciding Awarded Agency location. Contractors shall strictly be required to adhere to the following agency specific special requirements for any and all applicable locations awarded for; snow plowing and or removal, slush buildup plowing and or removal, ice removal remediation. The term Contractor shall apply to any/all Subcontractor(s) or respective employee(s) of the Contractor. The term snow removal and or snow plowing services shall include but shall not be limited to salt/sand or other specified form of ice melt, the shoveling, snow blowing, clearing or removal of winter precipitation from walkways, sidewalks, plazas and the like.

### NH DMAVS / NC - Department of Military Affairs and Veterans Services / National Guard – All Locations

The following specifications are applicable for ALL NH Army National Guard locations Statewide in conjunction with site specific specifications - The State of New Hampshire Army National Guard locations are first responders on a declared emergency and as such plowing is a priority at these facilities. Facilities are required to be fully operational 24/7. Normal business hours are Monday through Sunday, 6:00 a.m. to 4:30p.m. All areas are to be plowed and treated by 6:30 A.M. All areas to service include travel lanes, parking spaces, walkways, entrance ways and emergency access points to buildings are required to be plowed out, shoveled and treated for emergency egress.

- o Contractor shall provide snow plowing and shoveling ensuring no more than two (2) inches of accumulation at any given tie accumulates unless otherwise specified to less than two (2) inches (see below).
- o Driveway entrances and exits shall have a clear view of oncoming traffic.
- o Contractor shall be required to return during all winter storms to ensure all travel lanes, parking spaces, walkways, entrance ways and emergency exits are cleared from ice, slush buildup and snow and will be bare pavement prior to leaving the locations(s). Rock salt and sand should be utilized in parking lots and only magnesium, potassium chloride or approved salt substitute should be utilized on walkways (all building sidewalks, means of egress, doorways and overhead doors are included).
- o Salting and or sanding shall occur at any time the conditions warrant. Examples shall include but are not limited to; freezing rain, black ice, sleet, spring melt off and snow drift clean up.
- o After a storm is complete all travel lanes, parking spaces, walkways and entrances or access areas to buildings shall be cleared of snow, ice and treated.
- o All compound gates shall be cleared of snow and ice in order to effectively open freely. Contractor shall remove snow and ice from all motor pool gates (inside and outside of gate structures). Any snow and ice that prevents or hinders the complete and full operation and or movement of the gates shall be removed by the Contractor.
- o Contractor shall ensure that all motor pool gates are clear of snow and ice, both inside and outside of the motor pool. Contractor will sign for motor pool keys as required. Contractor may be required to return after vehicles have been moved.
- o Contractor will have a key, signed for in order to unlock and lock applicable gates. If lock is found to be frozen and Contractor is unable to unlock the gate, the Contractor shall thaw frozen lock with approved deicer or deicing method. Contractor shall take available measures to prevent compound gate lock from freezing. Any/all keys and or locks misplaced, lost or missing, Contractor at its own expense, shall replace due to security issues.
- o Should a dumpster cage be onsite when plowing parking areas, snow shall be pulled or shoveled away from dumpster gates to allow for gate to open freely.
- o All damages incurred over the winter months by the Contractor its Subcontractor or respective employees, will be required to be repaired and signed off by the designated staff member at contracted location(s).
- o Heavy equipment will be required if winter conditions warrant.

- **Army Aviation Support Facility and Tarmac - 26 Regional Dr, Concord NH**
  - AASF is a secure facility and requires all Contractor, Subcontractor or respective employees sign in and out. All individual and vehicle movement is restricted to designated areas.
  - All Contractor, Subcontractor or respective employees who will work onsite, shall attend a mandatory safety training course. The National Guard will provide training at no cost to the Contractor.
  - Due to salt being extremely corrosive to the aircrafts, the State will not permit entrance if there is any salt or sand contaminates that may affect the aircrafts. Please note the following:
    - All road contaminants (i.e., rock salt) shall be removed prior to entering the compound gates.
    - The spreader will be cleaned of any salts from other jobs prior to entering the compound.
    - Vehicles shall not be leaking any type of fluid(s).
    - If a problem occurs, the vehicle shall be immediately taken out of services.
    - Vehicles may be stored on site in a designated area.
    - All vehicles, Contractor, Subcontractor or respective employees are subject to search while on and exiting facility location.
  - Contractor shall supply a list of Subcontractor or respective employees scheduled to work on this facility location, retain and keep list up to date. There shall be no Contractor, Subcontractor or respective employees if they are not on the list.
  - Smoking is prohibited at this facility location.
  - If Contractor uses loaders with bush boxes, it is recommended the Contractor, Subcontractor or respective employees have rubber squeegee blades with backer plates to keep the rubber from rolling under.
  - It is suggested Contractor, Subcontractor or respective employees have carbon edge blades and wear shoes on plow vehicles.
  - Due to the high probability of snow drifting at this location, the Contractor should consider the use of snow fencing.
  - Contractor, Subcontractor or respective employees shall shovel alongside of the building to include the building doorways in order to reduce melting and ice buildup.
  - In the event the State of New Hampshire has declared a disaster, the facility shall be plowed after one (1) inch of snow fall.
  - Snow plowing and removal is to include the compound and walkways.
  - All damages incurred during the winter by Contractor, Subcontractor or respective employees; Contractors shall be held responsible to fix, purchase, and or replace damaged items or property and shall be determined by designated State facility personnel at the facility location.
- **Tarmac**
  - Contractor, Subcontractor or respective employees shall always stop, look in all directions and above in the air prior to accessing the runway ensuring safety of any aircraft, it's crew, Contractor, Subcontractor or respective employees.
  - Contractor, Subcontractor or respective employees shall shovel along tarmac side of the building to include the building between all hanger bay doors and all man doorways to reduce melting and ice buildup.
  - The cement located at the facility is very aggressive and will cause advanced wear unless carbon wear shoes are utilized.
  - Due to salt being extremely corrosive to the aircrafts, the State will not permit entrance if there is any salt or sand contaminates that may affect the aircrafts. Please note the following:
    - All road contaminants (i.e. rock salt) shall be removed prior to entering the compound gates.
    - The spreader will be cleaned of any salts from other jobs prior to entering the compound.
    - Vehicles shall not be leaking any type of fluid(s).
    - If a problem occurs, contact shall be made with State staff immediately for inspection purposes and the vehicle shall be immediately taken out of services.
    - Vehicles may be stored on site in a designated area.

**NHDAS - Department of Administrative Services CFB - All Locations**

All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7:00 a.m. Monday-Friday. During business hours Contractor shall provide snowplowing service as needed ensuring no more than two (2) inches has accumulated unless otherwise specified in travel lanes. All parking spaces shall be useable to the extent possible.

- o Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.
- o If under 2 inches of snow has accumulated, Contractor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of all snow and ice hazards by 7:00 a.m., by 9:00 a.m. on weekends and holidays unless otherwise specified.
- o There is no minimum amount of ice before parking spaces and travel lanes should be treated. Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception of a car parked within. Plowing in of fire hydrants is prohibited and Contractor will be responsible for removal of any snow they have plowed in and around fire hydrants. Snow piling in travel lanes is prohibited. No pushing snow against the building. Plowing snow onto walkways is prohibited. Contractor is responsible for removal of any snow plowed onto sidewalks.
- o The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.
- o Contractor may be called in for ice or snow removal at any time between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.
- o For spring cleanup, the Contractor shall be responsible for repair of any damages.
- o Spring cleanup; the Contractor shall be responsible for damages and repairs, shall sweep plowed areas removing all debris prior to May 1st of serviced season.

• **State Capitol Building - 107 North Main St, Concord NH**

- o Contractor shall be responsible for clearing the sidewalks from North Main Street side of the State House including the walkways and plaza area through to the front steps of the State House, walkways going from State House plaza to Capitol St, from State House plaza to Park St, and the Park street side walk from plaza entrance to North State Street being careful not to push snow into the roadway and parking spots.
- o Contractor is also responsible for clearing the sidewalk on the North State Street side of the state house snow can be pushed to the ends of the sidewalks on the Capitol street and Park street sides. State House Plaza snow removal around the Daniel Webster statue shall be done by hand shoveling or snow blower. No snowplows or loaders are to be used around the statue.
- o Walkways shall be treated throughout the day as needed for ice.
- o The state is responsible for removal of the snow and ice from all stairs at the State House as well as the Park St. entrance.
- o Rubber or urethane plow blades only (no steel blades allowed on snow removal equipment)
- o Rubber tires or rubber tracks only (no steel tracks or tire chains permitted)

# 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 KARMIC LANDSCAPES, INC is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 11, 2014. 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: 704294

Certificate Number: 0006787158



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of October A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular embossed mark.

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Kristofer Peixinho-Reynolds, Member of Karmic Landscapes, INC do hereby certify that:

1. I am duly elected member of Karmic Landscapes, INC
2. I am the sole Member of Karmic Landscapes, INC
3. I am the sole individual authorized to enter into contracts on behalf of Karmic Landscapes, INC

**Resolved:** That this Corporation enter in a contract with the State of New Hampshire, for the provision of snow and ice management services.

**Resolved:** That the member, Kristofer Peixinho-Reynolds hereby is authorized on behalf of this Corporation to enter into the said contract with the state of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendment, revisions or modifications thereto, as he may deem necessary, desirable or appropriate.

**Resolved:** That the signature of any Member of this Corporation affixed to any instrument of document in or contemplated by these resolutions shall be conclusive evidence of the authority of said member to bind this Limited Liability Corporation, thereby;

1. The foregoing resolutions have not been amended, revoked or annulled and remain in full force and effect as of June 14, 2024.
2. The following person has been duly elected to and now occupy the offices as indicated below

  
\_\_\_\_\_  
Kristofer Peixinho-Reynolds                      Member

IN WITNESS WHEREOF, I have set my hand as the Member of the said corporation this 14 day of June, 2024

County of MEMPHIS

State of New Hampshire

On this 14 Day of June, 2024

Kristofer Peixinho-Reynolds

Known to me or proven to be the instrument subscriber personally appeared before me and acknowledge that He/she executed the foregoing instrument.

  
\_\_\_\_\_  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/11/2024

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

<b>PRODUCER</b> RICHARD J. YACYSHYN, AGENT 171 N. MAIN ST. STE. 1 CONCORD, NH 03301 	<b>CONTACT NAME:</b> Mark Blair <b>PHONE (AC. No. Ext):</b> 603.224.5298 <b>FAX (AC. No.):</b> 603.224.0082 <b>EMAIL ADDRESS:</b> mark.blair.kdq@statefarm.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : State Farm Fire and Casualty Company</td> <td></td> <td>25143</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : State Farm Fire and Casualty Company		25143	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER E :																					
INSURER F :																					
<b>INSURED</b> KARMIC LANDSCAPES, INC 18 ALBIN RD BOW, NH 03304-3700																					

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

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

INSR LTR	TYPE OF INSURANCE	ADOL. SUBR. (INSR) (NVO)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	94-BL-M616-9	02/17/2024	02/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine / Rented or Leased Equipment Coverage						\$10,000

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

**CERTIFICATE HOLDER**                      **CANCELLATION**

State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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REC'D DAS BOPP  
24 JUN 14 AM 9:34:35

STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 6/14/2024

Company Name: Karmic Landscapes Inc

Address: 18 Albin RD  
Bosc, NH 03309

To: Point of Contact: Liz Moskalenko  
Telephone: (603)-271-3122  
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Snow Removal  
Bid Number: 2878-24  
Bid Posted Date (on or by): 4/22/2024  
Bid Closing Date and Time: 05/23/2024 11:00 a.m. (EST)

[Insert name of signor] Kristin Penick Reynolds on behalf of Karmic Landscapes, Inc [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 # 2878-24 for Snow Removal 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 [Signature] Authorized Signor's Title Manager

Contractor Initials [Signature]  
6/14/2024

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

**PURPOSE:**

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

**INSTRUCTIONS TO VENDOR:**

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

**BID SUBMITTAL:**

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

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

**BID INQUIRIES:**

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

Questions shall be submitted by email to Liz Moskalenko at [Elizabeth.A.Moskalenko@DAS.NH.Gov](mailto:Elizabeth.A.Moskalenko@DAS.NH.Gov).

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

**BID DUE DATE:**

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

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

**ADDENDA:**

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

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

**TIMELINE:**

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

4/22/2024 Bid Solicitation distributed on or by

5/20/2024 Last-day for questions, clarifications, and/or requested changes to bid

5/23/2024 11:00 a.m. (EST) Bid Closing

8/1/2024 Implementation of Contract

**TERMS OF SUBMISSION:**

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

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

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

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

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

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

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

**CONTRACT TERM:**

The term of the contract shall commence October 1, 2024, or upon execution by the Commissioner of the Department of Administrative Services or Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of approximately three (3) years.

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

**CONTRACT AWARD:**

The award shall be made to the Vendors meeting the criteria established in this RFB and providing the lowest cost per location. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contracts. All awards shall be in the form of a State of New Hampshire Contract.

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

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

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

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

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

**LIABILITY:**

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

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

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

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

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential must be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid

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or proposal. Marking or designating an entire proposal, attachment, or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

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

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

By submitting a proposal, Bidders acknowledge and agree that:

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

#### **TERMINATION:**

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

#### **VENDOR CERTIFICATIONS:**

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

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

#### **BID PRICES:**

Bid prices shall remain firm for each one 1 year increment of the contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation with the ability to bid differently per year. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified. This shall include subsequent purchase orders without additional charge(s).

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

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

#### **PRICE ADJUSTMENTS:**

The successful Vendors may provide price adjustments/increases by yearly increments within Attachment 1 as noted above within the Bid Price section above and only either upward or downward, keyed to the industry changes or general trade.

**AUDITS AND ACCOUNTING:**

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

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

**ESTIMATED USAGE:**

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

**USAGE REPORTING:**

The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, Liz Moskalenko and sent electronically to [Elizabeth.A.Moskalenko@DAS.NH.Gov](mailto:Elizabeth.A.Moskalenko@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.)
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- In Excel format.

**ESTABLISHMENT OF ACCOUNTS:**

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

**ELIGIBLE PARTICIPANTS:**

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

**PAYMENT:**

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

**INVOICING:**

Invoices shall be submitted to the corresponding State agency following completion work for each month (one invoice per month). Invoicing period will be from October through May and reflect equal installments not to exceed the annual total represented in a resultant contract. Invoices received in advance of completed work shall be rejected by the State and require a new invoice be submitted for processing.

Invoices shall clearly state; amount being invoiced for a specific month, location address and any/all services provided (i.e., October, applicable serviced location(s), service provided). A simple line item stating snow removal with no other information will not be accepted.

Final invoice; Prior to submitting, Vendor must complete any and all required site repairs that have been incurred due to seasonal snow removal, and secure an approved and signed copy of the site end of season Sign Off Form. Final invoice must include approved and signed end of season checklist by Site Manager. All end of service year invoices shall be accompanied by end of season Sign Off Form by no later than June 1st of the current season.

**TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice or facility Sign-Off Form date and acceptance of the corresponding services to the State's satisfaction whichever is later, as the net thirty (30) basis.

**VENDOR RESPONSIBILITY:**

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

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

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

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

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

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

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

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

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

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

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**IF AWARDED A CONTRACT:**

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)

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

**SPECIFICATIONS:**

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

**SITE VISITATION:**

Prior to bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete services. Locations where site visitation is mandatory, a bid will be classified as non-compliant if site visitation requirements have not been met.

**SCOPE OF SERVICES:**

This Scope of Service shall apply as an overall scope of services required in the removal of snow, slush buildup and icing at all locations State of New Hampshire contracted Agencies require serviced.

The term Vendor shall also cover any services provided by any Vendor Subcontractor(s) or respective employee(s).

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

Trucks shall be equipped so as to be capable of plowing snow and sanding under all storm conditions. All vehicles being used by the Vendor or Subcontractor must be owned and registered to the Vendor or Vendors Subcontractor and all vehicles must be manned and operated by Vendor, Vendors Subcontractor or employees of Vendor or Vendors Subcontractors. All equipment used in the performance of services shall have amber flashing lights and strobe lights. These lights shall be on and in working condition at all times during operations. Vehicles not meeting this criterion shall be taken out of service immediately. No exceptions shall be permitted.

Site contacts shall be retained and/or shared with any/all subcontractors.

**Offer Section I:** Non-Regularly Serviced Locations services shall be provided by Vendor to locations requested on a case-by-case situation, at the pricing rates established within this bid.

**Offer Section II:** Individual Locations requiring snow plowing/removal in their scope of services; all removal, shoveling and salting, sanding, calcium chloride, potassium chloride or other approved product shall be included and shall be built into the annual fee. Site contacts shall be retained and/or shared with any/all subcontractors.

**Offer Section III:** Rooftop Snow Removal Individual Location Pricing requiring the removal of snow buildup shall include cleanup from any/all snow on walkways or lot resulting from precipitation from roof/structure.

Except as otherwise specified in this Scope of Service (see Agency Specification Section), all services performed under this contract shall be performed between the hours 8:00 a.m. and 4:00 p.m. Monday through Friday unless other arrangements have been made in advance with the State location Vendor is awarded. Any deviation in work hours shall be pre-approved by the utilizing Agency's contact.

The State shall require a ten day advance knowledge of said work schedules to provide security and access to respective work areas and where strict security requirements are needing to be met prior to commencing awarded location(s).

No premium charges will be permitted or paid for any off hour work.

**Vendor shall commence operations as follows:**

- To remove all snow, slush buildup and ice from entrance roadways, parking lots, and other areas of facilities as listed and specified herein. Salting, sanding, calcium chloride, potassium chloride or other approved product shall be included in the plowing/removal bids. Some building sidewalks/walkways are included in this bid. Please note which sites include sidewalks/walkways.
- Areas requiring snow plowing are to be properly staked prior to the start of each snow season. This is to be completed by the Contractor. If damage is found while the Vendor is staking the property, the Vendor shall be responsible for notifying the Contract Manager in writing. The State of New Hampshire will reject any claim that the area was damaged before snow plowing commenced if the claim was not made before the first storm.
- Plowing and removal operations shall begin upon the accumulation of two (2) inches of snow or more, unless otherwise specified differently in the facility's scope of work and
- Salting and sanding shall occur at any time conditions warrant. Examples are: freezing rain, black ice, sleet, spring melt off, and snow drift clean-up.
- Snow is to be removed as soon as accumulation reaches two (2) inches, every time it snows, and plow continuously for the duration of the storm so as not to allow accumulations of two (2) inches of snow, or sanded/salted in the event emergency vehicles need to gain access to any part of the location, they will be able to do so. All areas requiring services shall be completed by the times indicated for that location.
- The Contractor shall maintain locations with the goal of obtaining bare and dry pavement. Bare pavement should occur as soon as practical after a winter storm terminates.
- In the event that plowing operations (by the Vendor, city, town, or state) creates snowbanks impairing the vision of vehicles and pedestrians entering and exiting the locations, these banks shall be removed to ensure safe entering and exiting can occur.
- This shall be completed within forty-eight (48) hours after the cessation of the storm. Additionally, the Vendor is responsible to remove all snow from areas connecting roadways to parking lots or spaces left by plow trucks.
- Some locations require either additional or only walkway and sidewalk snow removal. The Vendor shall always keep walkways and sidewalks safe and passable. The clearing of walkways and sidewalks shall not be done with equipment larger than the width of the walk or sidewalk. Special care must be exercised not to damage commemorative plaques, monument, and statutes. Hand shoveling shall be done within three (3) feet of the aforementioned items.
- Many locations regularly receive high volumes of vehicle and foot traffic. As such, snow shall not be pushed up against any buildings. All entrances, exits, and windows must be clear of snow and ice. Additionally, all snow must be moved away from all generators, transformers, dumpsters, gate entrances and exits, fencing, dock or designated loading and unloading areas, above ground fuel storage tanks, building fuel fill ports, HVAC units, and external safety devices, such as fire hydrants. These areas and equipment are to remain clear and accessible at all times.
- Locations may request roof clearing services as needed and at their discretion. Upon request by the Property Contact, Vendors will supply labor and equipment to remove excessive snow loads from the roof of the property. "Excessive snow loads" will be determined solely by the Property Contact. Vendor will be responsible for supplying all labor and equipment necessary to complete roof snow removal in an efficient manner, including equipment necessary to transport snow blowers and personnel onto the roof. The Property Contact will meet with Vendor prior to the work to see if the amount of snow to be removed and the location where snow can be stored. Vendor shall perform the work in a manner that preserves the integrity of the roofing system. Vendor shall make best efforts to perform the work within forty-eight (48) hours of notice by the Property Contact. Vendor is responsible for snow drift and wind row clean-up. Vendor may be called to return to the site to plow snow drifts during, after, or between storms. In the event that the Vendor cannot perform the aforementioned work, they shall take all reasonable steps to arrange for the work to be performed.
- Vendor may use parking spots to store snow. Snow storage in parking spots shall not exceed five (5) percent of the available spots or as specified by the location. Handicap parking spots shall be kept completely free and clear.
- The State does not provide or allow snow removal of snow from one State facility to be deposited at another State facility. All removed snow shall be lawfully disposed of. Under no circumstances shall the Vendor push or plow snow onto public or private walkways and roadways.
- Vendor shall clear concrete walkways and driveways with sand treated with magnesium chloride or other approved product(s) only. No salt shall be used on these surfaces. Snowplow blades used on these surfaces shall be rubber, urethane, or other approved product(s).
- Vendor may stage equipment at serviced locations on a case-by-case basis. To stage equipment, Vendor must notify the Property Contact and receive permission in writing prior to staging equipment.

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- All equipment used in the performance of services shall be fitted with rubber tires. No metal chains shall be on the equipment.
- All equipment shall be free of foreign substance on all areas to be utilized in the plowing of the job site. A foreign substance is defined as any of the following: motor vehicle fluids (oil, gas, diesel, grease); plow fluids (fluids, grease); tobacco (no form of tobacco shall be in use in the vehicles while at the facility); and vehicle refuse (trash in vehicle that may escape into the plowing area). Vehicles and/or equipment that do not meet the above criterion shall be immediately taken out of service until the problem(s) are corrected. No exceptions shall be permitted.
- In the event of a hazardous waste spill, any captured hazardous materials must be disposed of promptly and properly. This disposal shall take place within two (2) working days of the incident. The Vendor shall be required to provide copies of all disposal records and logs.
- The Vendor shall report all accidents involving injury or major damage immediately after occurrence to law enforcement officials (if necessary), to the facility location contact, and the Contract Manager.
- Damage to curbing, pavement, grates, guard rails, etc., shall be reported at the earliest opportunity, but no later than four (4) hours after occurrence, to the facility location contact. All damages will be shown to and annotated by facility location contact. Damages noted above are to be repaired by the Vendor, at the Vendor's expense, as soon as possible after occurrence. Unrepaired damages may result in delayed payments to vendor. Final payment will not be made unless all repairs have been completed and approved by the facility location contact. All repaired damages will be reviewed, approved, and signed off by the designated person at each facility location.
- Vendor shall establish and implement methods of ensuring all cardkeys and keys issued to the Vendor by the State are not lost or misplaced. Vendor shall ensure card keys and keys are not used by unauthorized persons. No card keys and keys issued to the Vendor shall be duplicated. The Vendor shall report the loss of key cards and keys to the facility contact. In the event that keys are lost, the Vendor shall be required to rekey or replace the affected lock(s). The State, at its discretion, may replace the affected lock(s) or perform the rekeying. When the replacement of lock(s) or rekeying is performed by the State, the total cost of rekeying or lock replacement shall be deducted from the monthly payment due to the Vendor.
- It is the responsibility of the Vendor to prohibit the use of keys issued by the State to any person(s) other than the Subcontractors or employees of the Vendor or Vendors Subcontractor.
- Vendor shall complete spring clean-up prior to requesting a sign-off for the end of season from the facility location. Final payment shall be invoiced after the clean-up has occurred and approved.

### **ADDITIONAL AGENCY SPECIFIC LOCATION REQUIREMENTS:**

Vendor shall refer to Attachment One (1) Offer Sheet, Section Two (2) Individual Locations and Section Three (3) Rooftop Snow Removal and the coinciding Agency. Vendors shall strictly be required to adhere to the following agency specific special requirements for any all applicable locations bid and awarded for, snow plowing and or removal, slush buildup plowing and or removal, ice removal remediation. The term Vendor shall apply to any/all Subcontractor(s) or respective employee(s) of the Vendor. The term snow removal and or snow plowing services in Section Two (2) shall include but shall not be limited to salt/sand or other specified form of ice melt, the shoveling, snow blowing, clearing or removal of winter precipitation from walkways, sidewalks, plazas and the like.

### **NH DMAVS / NG - Department of Military Affairs and Veterans Services / National Guard - All Locations**

The following specifications are applicable for ALL NH Army National Guard locations Statewide in conjunction with site specific specifications - The State of New Hampshire Army National Guard locations are first responders on a declared emergency and as such plowing is a priority at these facilities. Facilities are required to be fully operational 24/7. Normal business hours are Monday through Sunday, 6:00 a.m. to 4:30p.m. All areas are to be plowed and treated by 6:30 A.M. All areas to service include travel lanes, parking spaces, walkways, entrance ways and emergency access points to buildings are required to be plowed out, shoveled and treated for emergency egress.

- o Vendor shall provide snow plowing and shoveling ensuring no more than two (2) inches of accumulation at any given tie accumulates unless otherwise specified to less than two (2) inches (see below).
- o Driveway entrances and exits shall have a clear view of oncoming traffic.
- o Vendor shall be required to return during all winter storms to ensure all travel lanes, parking spaces, walkways, entrance ways and emergency exits are cleared from ice, slush buildup and snow and will be bare pavement prior to leaving the locations(s). Rock salt and sand should be utilized in parking lots and only magnesium, potassium chloride or approved salt substitute should be utilized on walkways (all building sidewalks, means of egress, doorways and overhead doors are included).
- o Salting and or sanding shall occur at any time the conditions warrant. Examples shall include but are not limited to; freezing rain, black ice, sleet, spring melt off and snow drift clean up.
- o After a storm is complete all travel lanes, parking spaces, walkways and entrances or access areas to buildings shall be cleared of snow, ice and treated.
- o All compound gates shall be cleared of snow and ice in order to effectively open freely. Vendor shall remove snow and ice from all motor pool gates (inside and outside of gate structures). Any snow and ice that prevents or hinders the complete and full operation and or movement of the gates shall be removed by the Vendor.
- o Vendor shall ensure that all motor pool gates are clear of snow and ice, both inside and outside of the motor pool. Vendor will sign for motor pool keys as required. Vendor may be required to return after vehicles have been moved.
- o Vendor will have a key, signed for in order to unlock and lock applicable gates. If lock is found to be frozen and Vendor is unable to unlock the gate, the Vendor shall thaw frozen lock with approved deicer or deicing method. Vendor shall take available measures to prevent compound gate lock from freezing. Any/all keys and or locks misplaced, lost or missing, Vendor at its own expense, shall replace due to security issues.
- o Should a dumpster cage be onsite when plowing parking areas, snow shall be pulled or shoveled away from dumpster gates to allow for gate to open freely.
- o All damages incurred over the winter months by the Vendor its Subcontractor or respective employees, will be required to be repaired and signed off by the designated staff member at contracted location(s).
- o Heavy equipment will be required if winter conditions warrant.

**NOTE: Site maps available within Attachment 2 for some NH DMAV/NG locations**

- **Army Aviation Support Facility and Tarmac - 26 Regional Dr, Concord NH**

- AASF is a secure facility and requires all Vendor, Subcontractor or respective employees sign in and out. All individual and vehicle movement is restricted to designated areas.
- All Vendor, Subcontractor or respective employees who will work onsite, shall attend a mandatory safety training course. The National Guard will provide training at no cost to the Vendor.
- Due to salt being extremely corrosive to the aircrafts, the State will not permit entrance if there is any salt or sand contaminates that may affect the aircrafts. Please note the following:
  - All road contaminants (i.e., rock salt) shall be removed prior to entering the compound gates.
  - The spreader will be cleaned of any salts from other jobs prior to entering the compound.
  - Vehicles shall not be leaking any type of fluid(s).
  - If a problem occurs, the vehicle shall be immediately taken out of services.
  - Vehicles may be stored on site in a designated area.
  - All vehicles, Vendor, Subcontractor or respective employees are subject to search while on and exiting facility location.
- Vendor shall supply a list of Subcontractor or respective employees scheduled to work on this facility location, retain and keep list up to date. There shall be no Vendor, Subcontractor or respective employees if they are not on the list.
- Smoking is prohibited at this facility location.
- If Vendor uses loaders with bush boxes, it is recommended the Vendor, Subcontractor or respective employees have rubber squeegee blades with backer plates to keep the rubber from rolling under.
- It is suggested Vendor, Subcontractor or respective employees have carbon edge blades and wear shoes on plow vehicles.
- Due to the high probability of snow drifting at this location, the Vendor should consider the use of snow fencing.
- Vendor, Subcontractor or respective employees shall shovel alongside of the building to include the building doorways in order to reduce melting and ice buildup.
- In the event the State of New Hampshire has declared a disaster, the facility shall be plowed after one (1) inch of snow fall.
- Snow plowing and removal is to include the compound and walkways.
- All damages incurred during the winter by Vendor, Subcontractor or respective employees; Vendors shall be held responsible to fix, purchase, and or replace damaged items or property and shall be determined by designated State facility personnel at the facility location.

- **Tarmac**

- Vendor, Subcontractor or respective employees shall always stop, look in all directions and above in the air prior to accessing the runway ensuring safety of any aircraft, it's crew, Vendor, Subcontractor or respective employees.
- Vendor, Subcontractor or respective employees shall shovel along tarmac side of the building to include the building between all hanger bay doors and all man doorways to reduce melting and ice buildup.
- The cement located at the facility is very aggressive and will cause advanced wear unless carbon wear shoes are utilized.
- Due to salt being extremely corrosive to the aircrafts, the State will not permit entrance if there is any salt or sand contaminates that may affect the aircrafts. Please note the following:
  - All road contaminants (i.e. rock salt) shall be removed prior to entering the compound gates.
  - The spreader will be cleaned of any salts from other jobs prior to entering the compound.
  - Vehicles shall not be leaking any type of fluid(s).
  - If a problem occurs, contact shall be made with State staff immediately for inspection purposes and the vehicle shall be immediately taken out of services.
  - Vehicles may be stored on site in a designated area.

- **Littleton Readiness Center - 350 Meadow St, Littleton NH**

- Snow storage available on site if needed. Placement of snow storage area will be approved by PMEIII Regional Supervisor.

- **Nashua Readiness Center - 154 Daniel Webster Hwy, Nashua NH**

- Snow removal, salt/sand shall be required at the request of this location when deemed necessary up to and over the two (2) inch amounts of accumulation.

- **Pembroke Readiness Center & Edward Cross Training Complex (ECTC) Compound - 722 Riverwood Dr, Pembroke NH**

- Mandatory site visitation shall be required in order to bid and be classified as compliant for this location.

**NH BCF - Bureau of Courts - All Locations**

Contractor shall commence snow removal operations not later than 6:00 a.m. Monday through Friday, ensuring the following:

- o All parking spaces and travel lanes are plowed and usable prior to 6:30 a.m.
- o All walkways and employee access areas are shoveled and usable prior to 6:30 a.m.
- o Snow shall not be plowed against buildings and underground storage tanks or on walkways and handicap parking spaces.
- o During primary business hours of 7:00 a.m. and 4:30 p.m. Monday through Friday, Contractor shall provide snow plowing as needed ensuring no more than two (2) inches of snow accumulation in travel lanes unless otherwise specified by locations (see below).
- o All parking spaces shall be useable to the greatest extent possible.
- o Sand and or salt shall be applied to all parking spaces and travel lanes each time the parking lot is plowed during business hours ensuring they are kept clear of ice and snow hazards with
- o There shall be no minimum of ice before all parking spaces and travel lanes should be treated.
- o Facility (State personnel) shall shovel and maintain walkways and employee access areas during the primary business hours of 7:00 a.m. through 1:00 p.m.
- o Contractor shall provide snow removal services as follows:
  - Snow pile storage permitted in parking spaces if necessary, stemming from accumulation during a storm within 24 hours of the storms end. Plowing in and covering of any/all fire hydrants is strictly prohibited.
  - Contractor shall coordinate with State location which areas may be utilized for temporary snow storage during this time.
  - All parking spaces shall be useable within 24 hours of the storms end. Snow removal times shall be after 7:00 p.m. Monday through Friday or between 8:00 a.m. to 8:00 p.m. Saturday and or Sunday.
- o No storage of Contractor equipment permitted on State property.
- o No use of State equipment.
  
- **Carrol County Superior Court - 96 Water Village Rd, Ossipee, NH**
  - o Snow piling in parking spaces, if necessary during a storm, shall be permitted as follows: up to (9) parking spaces located in the front parking area closest to the fence may be used for piling. Once the nine (9) designated spaces are full of snow the snow shall be removed within 24 hours. Snow removal times shall be after 7:00 p.m. Monday though Friday or between 8:00 a.m. to 8:00 p.m. Saturday and Sunday.
  - o The State shall allow the Vendor to store equipment on State property as needed. The Vendor shall coordinate with the State to determine storage needs and availability.
- **Concord Circuit Court - 32 Clinton St, Concord, NH**
  - o Included in shovel access areas is a path from the Clinton Street city sidewalk to the sprinkler/fire hook-up located on the side of the courthouse.
  - o Do not plow snow up against the dumpster or shed
  - o Snow piling in parking spaces, if necessary during a storm, shall be permitted as follows: up to nine (9) parking spaces located in the front parking area closest to the fence may be used for piling. Once the nine (9) designated spaces are full of snow, the snow shall be removed within 24 hours. Snow removal times shall be after 7 pm Monday - Friday, or between 8 am - 8 pm Saturday and Sunday.
  - o The State shall allow the Vendor to store equipment on state property as needed. The Vendor shall coordinate with the State to determine storage needs and availability.
- **Coos County Superior Court - 55 School St, Lancaster, NH**
  - o Do not plow up against underground storage tank covers.
- **Derry Circuit Court - 10 Courthouse Lane, Derry, NH**
  - o Snow piling in parking spaces, if necessary during a storm, shall be permitted as follows: up to three (3) parking spaces located in the front parking area closest to the fence may be used for piling. Once the three (3) designated spaces are full of snow, the snow shall be removed within 24 hours. Snow removal times shall be after 7 pm Monday - Friday, or between 8 am - 5 pm Saturday and Sunday. Vendor shall coordinate with State to determine which areas may be utilized for temporary snow storage during this time.
- **Franklin Circuit Court - 7 Hancock Terrace, Franklin, NH**
  - o Vendor shall not plow the entire parking lot as this location consists of shared curtilage.
  - o Vendor shall coordinate with the State on where snow can be pushed for the designated spaces.
- **Hampton Circuit Court - 3 Timber Swamp Rd, Hampton, NH**
  - o Snow plowing as needed to keep the area in front of the dumpster cleared
  - o Snow piling in parking spaces, if necessary during a storm, shall be permitted as follows: up to four (4) parking spaces located in the front parking area closest to the fence may be used for piling. Once the four (4) designated spaces are full of snow, the snow shall be removed within 24 hours. Snow removal times shall be after 7 pm Monday - Friday, or between 8 am - 5 pm Saturday and Sunday. Vendor shall coordinate with State to determine which areas may be utilized for temporary snow storage during this time.

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- **Hillsborough County Superior Court – North – 300 Chestnut St, Manchester, NH**
  - Sally port driveway must be plowed – special equipment will be needed (e.g. Bobcat) due to the turn and high walls. Snow shall be removed from the sally port driveway prior to 6:30 am Monday – Friday and throughout the primary business hours of 7 am – 4:30 pm to ensure no more than two (2) inches of snow accumulation. Sally port driveway is used throughout the primary business hours. Vendor shall coordinate with the State to ensure safety during snow operations. A salt/sand barrel to be provided by Vendor and placed at the entrance of the sally port driveway no later than November 1 of each season. The Vendor shall be responsible for filling the barrel throughout the season. The barrel shall be removed by the Vendor no later than May 15 each spring.
- **Jaffrey – Peterborough Circuit Court – 84 Peterborough St, Jaffrey, NH**
  - Vendor shall not plow snow in front of oil pad.
  - Vendor shall not plow snow in front of fire hydrant
- **Lebanon Circuit Court – 38 Centerra Parkway, Lebanon NH**
  - Facility (State personnel) shall shovel and maintain walkways and employee access areas during the primary business hours of 7:00 a.m. through 1:00 p.m. Before and after which Contractor shall provide a person onsite to shovel and treat walkways.
- **Manchester Circuit Court – 35 Amherst St, Manchester, NH**
  - Included are four (4) garage entrances on Amherst Street. Snow shall be removed from the garage entrances prior to 6:30 am, Monday – Friday, and throughout the primary business hours of 7 am – 4:30pm. The Vendor agrees to return to the location as needed during a storm to remove snow accumulated in front of the garage entrances as the City plows Amherst Street. State shall monitor the garage entrances and call Vendor to return.
  - Snow piling in parking spaces, even temporary, is strictly prohibited.
- **Merrimack County Superior Courthouse – 5 Court St, Concord, NH**
  - The contractor will provide a person to shovel, salt/sand all walkways/employee access areas during primary business hours to ensure that they are kept clear of snow and ice. The contractor shall coordinate with the State to determine the scope of walkways/employee access areas.
  - Snow plowing as needed to keep the area in front of the dumpster cleared (located on Montgomery Street)
  - Snow shall be removed from the sally port garage entrance (located on Montgomery Street). The Contractor agrees to return to the location as needed during a storm to remove snow accumulated in front of the garage entrance as the City plows Montgomery Street. State shall monitor the garage entrance and call for Contractor to return as needed.
  - Snow piling in parking spaces, if necessary during a storm, shall be permitted as follows: up to ten (10) parking spaces located in designated areas may be used for piling. Snow piling is a temporary measure in order to accommodate heavy snowstorms. The snow shall be removed within 24 hours of storms end. Contractor shall coordinate with the State on which designated areas may be utilized for temporary snow storage during this time. Snow removal times shall be after 7 pm Monday – Friday, or between 8 am – 5 pm Saturday and Sunday.
- **Milford Circuit Court – 4 Meadowbrook Dr, Milford, NH**
  - Snow plowing as needed to keep the area in front of the dumpster cleared.
  - Snow piling in parking spaces, if necessary during a storm, shall be permitted as follows: up to three (3) parking spaces located in designated areas may be used for piling. Snow piling is a temporary measure in order to accommodate heavy snowstorms. The snow shall be removed within 24 hours of storms end. Contractor shall coordinate with the State on which designated areas may be utilized for temporary snow storage during this time. Snow removal times shall be after 7 pm Monday – Friday, or between 8 am – 5 pm Saturday and Sunday.
- **Portsmouth Circuit Court – 111 Parrott Ave, Portsmouth, NH**
  - Employee access area includes the employee ramp (approximately 50' long) located on the right side of the courthouse.
- **Rockingham County Superior Court – #10 Route 125, Brentwood, NH**
  - There shall be no loss of parking spaces reserved for judges due to snow piling.
- **Plymouth Circuit Court – 26 Green St, Plymouth NH**
  - All walkways and employee access areas to be shoveled and useable prior to 6:30 a.m. Employee access area includes employee ramp (approximately 50' in length) located on right side of courthouse.
- **Supreme Court – 1 & 2 Charles Doe Dr, Concord NH**
  - Courts overflow parking lot only requiring snow removal and salt/sand service Primary business hours of 7 am – 5 pm.

NOTE: Site maps available within Attachment 3 for all Courthouse locations

**NHDAS - Department of Administrative Services CFR - All Locations**

All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7:00 a.m. Monday-Friday. During business hours Vendor shall provide snowplowing service as needed ensuring no more than two (2) inches has accumulated unless otherwise specified in travel lanes. All parking spaces shall be useable to the extent possible.

- o Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.
- o If under 2 inches of snow has accumulated, Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of all snow and ice hazards by 7:00 a.m., by 9:00 a.m. on weekends and holidays unless otherwise specified.
- o There is no minimum amount of ice before parking spaces and travel lanes should be treated. Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception of a car parked within. Plowing in of fire hydrants is prohibited and Vendor will be responsible for removal of any snow they have plowed in and around fire hydrants. Snow piling in travel lanes is prohibited. No pushing snow against the building. Plowing snow onto walkways is prohibited, Vendor is responsible for removal of any snow plowed onto sidewalks.
- o The expectation during a snow storm is black and wet pavement in the travel lanes and empty parking spaces and 24 hours after the snow storm all travel lanes and parking spaces have black and dry pavement.
- o Vendor may be called in for ice or snow removal at any time between storms for the following conditions snow melt that has refrozen, blowing or drifting snow, ice fog or the parking lot was not cleared after a snow storm.
- o For spring cleanup, the Vendor shall be responsible for repair of any damages.
- o Spring cleanup; the Contractor shall be responsible for damages and repairs, shall sweep plowed areas removing all debris prior to May 1st of serviced season.

• **State Capitol Building - 107 North Main St, Concord NH**

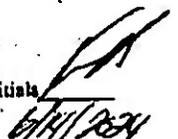
- o Vendor shall be responsible for clearing the sidewalks from North Main Street side of the State House including the walkways and plaza area through to the front steps of the State House, walkways going from State House plaza to Capitol St, from State House plaza to Park St, and the Park street side walk from plaza entrance to North State Street being careful not to push snow into the roadway and parking spots.
- o Vendor is also responsible for clearing the sidewalk on the North State Street side of the state house snow can be pushed to the ends of the sidewalks on the Capitol street and Park street sides. State House Plaza snow removal around the Daniel Webster statue shall be done by hand shoveling or snow blower. No snowplows or loaders are to be used around the statue.
- o Walkways shall be treated throughout the day as needed for ice.
- o The state is responsible for removal of the snow and ice from all stairs at the State House as well as the Park St. entrance.
- o Rubber or urethane plow blades only (no steel blades allowed on snow removal equipment)
- o Rubber tires or rubber tracks only (no steel tracks or tire chains permitted)

• **State House Annex Building - Administrative Services - 25 Capitol St, Concord NH**

- o The parking lots for this building are off of School Street and include the main parking lot, the roadway going to the mail room and on the east side along the building and the small road way leading to Capitol St.
- o If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways.
- o Snow must be removed off site from parking lot and all parking spaces. No snow storage areas are available in the parking lot. During a snow storm you are permitted to pile snow in designated parking spaces, however all parking spaces must be usable and snow removed off site within 24 hours after the end of the storm.

• **Archives and Records Management - 9 Ratification Way, Concord NH**

- o Snow piling in parking spaces is not to exceed five percent (5%) of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than five percent (5%) of parking lot Vendor may be asked to remove the snow off site.
- o The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available.



- **DMV Testing & Licensing Site - 23 Hazen Dr, Concord NH**
  - Facility includes State Police garage and testing parking lot. (tractor trailer driver testing).
  - This site includes walkways. Walkways need to be kept clear of snow and ice during normal business hours (7am to 5pm M-F) and every other Saturday. Snow and ice removal of all walkways/access doorways front and back of the building are never to exceed one (1) inch snow during business hours. Vendor is responsible for removal of snow and ice from the stairs leading from the lower parking area to the building.
  - The parking lots and driveways front and back of the building are never to exceed one (1) inch snow during normal business hours 7 am to 5pm.
  - Business hours storms expectations; All parking spaces shall be useable to the extent possible. Plowing, sand and/or salt shall be applied to all open parking spaces and travel lanes ensuring they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed ensuring ensure the facility has been fully serviced including walkways/employee access areas no later than 8am Saturday and Sunday,
  - State Police Section of the facility primary business hours are from 8am to 5pm M-F. During business hours the vendor will provide snowplowing services as needed assuring no more than one (1) inch has accumulated.
  - The expectation during a snow storm is black and wet pavement in the travel lanes, empty parking spaces and walkways and 24 hours after the snow storm all travel lanes, parking spaces and walkways have black and dry pavement.
  - Vendor shall staff this location accordingly to accommodate these requirements.
  - There is no minimum amount of ice before all parking spaces, travel lanes and walkways should be treated.
  - Vendor should be aware of their surroundings at this facility due to high business volume and foot traffic.
  - If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways.
  - Snow piling in Handicap spaces is prohibited.
  - The State shall allow the Vendor to store equipment on site per prearrangement with the state when space is available.
  - Primary business hours are 7:00 a.m. to 5:00 p.m. Monday -Friday and some Saturdays.
- **Emergency Operations Center, EMS Garage / Main Facility - 110 Smokey Bear Blvd, Concord NH**  
**NOTE: Shall be awarded to one vendor with the lowest bid in conjunction with Fire Academy, Fire Standards & Fire Dormitory - 110 Smokey Bear Blvd, Concord NH, however separately invoiced per serviced agency, location(s) per bid.**
  - Smokey Bear Boulevard is a 24/7 road. 24 hours 7 days a week service required ensuring no more than two (2) inches has accumulated in travel lanes.
  - Smokey Bear Boulevard Services shall start from entrance of NHDOT Mechanical Services building on left, straight through to parking lot entrance to EOC parking lot entrance.
  - EOC and EMS Garage portion shall be serviced the same at all times.
  - Services are to include Two (2) gates on the roadway (communication and loading dock).
  - Snow piling in parking spaces is not to exceed five percent (5%) of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than five percent (5%) of parking lot Vendor may be asked to remove the snow off site.
  - **Emergency Operations Center**
    - Seven day a week 24/7 facility. During business hours, the vendor shall provide snowplowing services as needed ensuring no more than two (2) inches have accumulated in parking lot or travel lanes.
    - This site includes walkways. Walkways need to be kept clear of snow and ice
    - Areas also to be serviced are:
      - Loading dock area and employee entrance located on road side of building
      - Both (2) driveways entrances to fire house, communication and loading dock.
  - **EMS Garage / Main Facility (on right side curve)**
    - Seven day a week 24/7 facility
    - Facility has a dirt parking lot.
    - Lot must be kept clear of snow and ice so emergency vehicles can exit the garage 24/7
    - EMS facility maintains a winter parking plan; when all empty parking spaces have been cleared you are permitted to call to have cars moved to the cleared parking area to finish clearing the parking lot of snow.
    - Lot must be plowed front and back of the building so vehicles can exit the garage on either side of the building. Access to the back can be through the back side of the Department of Transportation.
    - A roadway around the side of the building where the trailers are must be maintained.
    - Sanding and or salting of the parking lot should accrue as needed.
    - No pushing snow against the building.
    - The expectation is that the parking lot is maintained so any vehicle can enter or exit the parking garage without spinning a tire and 24 hours after a storm driveway and lot are brown.
    - Two (2) gates need to be kept clear at all times ensuring vehicle access to equipment behind the gates

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- **Food Surplus Distribution – 12 Hills Ave, Concord NH**
  - All parking spots shall be useable by 5:30 am Monday thru Friday
  - This includes the long parking area that runs along Storrs St., the parking lot that is on the south side of the building and the entire street and fenced in parking area at the end of the street that the State utilizes to access the South Main Street entrance to the building.
  - The bay doors need to be kept clear during snow storms to accommodate delivery trucks entering and exiting the building. Trucks enter and exit these doors 5:30 am to 5:00 pm Monday thru Friday.
  - Snow shall be removed off site and all parking spots shall be useable within forty-eight (48) hours after the storm ends.
  - During business hours Vendor shall provide snowplowing service as needed ensuring no more than two (2) inches has accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes ensuring they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.
  - If under 2 inches of snow has accumulated, Vendor shall provide plowing, salt/sand prior to business hours so parking spaces and travel lanes are clear of all snow and ice hazards by 7:00 a.m.
- **Green Street Boiler Plant – 33 Green St, Concord NH**
  - Snow must be removed off site from parking lot and all parking spaces. There is no snow storage areas available in the parking lot. During a snow storm you are permitted to pile snow in designated parking spaces all parking spaces must be usable and snow removed off site within 24 hours after the end of the storm.
  - Backup generator must not be plowed in and access to it must be available 24/7.
  - Snow must be back dragged away from the building doors, allowing for overhead doors and entrance doors to be usable.
  - If under 2 inches of snow has accumulated, Vendor should provide plowing, salt/sand prior to business hours ensuring parking spaces and travel lanes are clear of all snow and ice hazards by 7:00 a.m.
- **Legislative Office Building – 33 North State St, Concord NH**
  - No salt or salt product shall be used. Only Magnesium chloride (or approved salt substitute) and or clean sand shall be used.
  - Snow must be removed off site from parking garage and all parking spaces clear of snow. There are no long term snow storage areas available in the parking garage. During a snow storm you are allowed to pile snow in designated parking spaces but all parking spaces must be usable and snow removed off site within 24 hours after the end of the storm.
  - Ramps to both garage entrance and exit shall be plowed and sanded on a regular basis during the duration of any storm to maintain access.
  - Plowing snow onto sidewalks and into stairwells is prohibited, Vendor is responsible for removal of any snow plowed onto sidewalks and into stairwells.
  - Snow removal must be accomplished with a rubber blade.
  - The use of tire chains is prohibited
- **Legislative (Storrs Street) Parking Garage – 124 Storrs St, Concord NH**
  - No salt or salt product shall be used. Only Magnesium chloride (or approved salt substitute) and or clean sand shall be used.
  - Snow removal must be accomplished with a rubber blade.
  - The use of tire chains is prohibited
  - Snow must be removed off site from parking garage and all parking spaces cleared of snow. No long term snow storage areas available at this location.
  - Only during a storm, availability to pile snow in designated parking spaces is available. All parking spaces must be usable and snow removed off site within 24 hours after the end of said storm. Snow removal gates are available where snow is able to be pushed through into a waiting truck for snow removal.
  - Ramps for entering and exiting garage shall be plowed and sanded on a regular basis during the duration of any storm to maintain access. This shall include the access road on the ground level.
  - After a snow storm; back and dry pavement.
  - Parking garage freezes easily due to being elevated above ground level causing slippery conditions with any moisture.

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- **South Street Building – 64 South St, Concord NH**
  - All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes ensuring they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.
  - If under 2 inches of snow has accumulated Vendor should provide plowing and salt/sand after business hours so the parking spaces and travel lanes are clear of snow and ice hazards by 7am.
  - If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways.
  - Snow piling in parking spaces is not to exceed five percent (5%) of total parking spaces. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than five percent (5%) of parking lot Vendor may be asked to remove the snow off site.
  - The State permits the Vendor to store equipment on site per pre arrangement with the state location personnel when space is available.
- **State Library – 20 Park St, Concord NH**
  - All parking spaces and travel lanes shall be cleared and treated with sand and/or salt prior to 8:00 a.m. Monday through Friday
  - Storms occurring during business hours Vendor shall provide snowplowing service as needed ensuring no more than two (2) inches have accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.
  - If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways.
  - See site map Attachment 3
- **Upham Walker House – 18 Park St, Concord NH**
  - All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 8:00 a.m. Monday through Friday
  - Vendor is also responsible for snow removal in the driveway of Upham Walker house (directly across the street from the State House park street entrance). There is room to push the snow at the end of the driveway. Snow should not be pushed or stored on the walkways. Salt may be used on the driveway.
  - See site map Attachment 3
- **Van McLeod Building – 19 Pillsbury St, Concord NH**
  - The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than five percent (5%) of parking lot Vendor may be asked to remove the snow off site.
  - The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available.
- **Walker Building – 21 South Fruit St, Concord NH**
  - All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7:00 a.m. Monday through Friday
  - Storms occurring during business hours Vendor shall provide snowplowing service as needed ensuring no more than two (2) inches have accumulated in travel lanes. All parking spaces shall be useable to the extent possible. Sand and/or salt shall be applied to all parking spaces and travel lanes to ensure that they are kept clear of snow and ice hazards each time the parking lot and travel lanes are plowed.
  - If parking lots or parking spaces have a roadway going into or by the parking lot and parking spaces the vendor is responsible for removing any snow the roadway plow trucks have left in parking spaces and roadways.
  - Snow piling in parking spaces is not to exceed five percent (5%) of total parking spaces. Snow piling is not allowed in travel lanes. The State may request that snow not be piled in certain areas or parking spaces. If snow piles take up more than five percent (5%) of parking lot Vendor may be asked to remove the snow off site.
  - The State shall allow the Vendor to store equipment on site per pre arrangement with the state when space is available.

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**NHDBEA - Department of Business and Economic Affairs - All Locations**

Vendor shall commence snowplow operations any day, Monday through Sunday, no later than 6AM. Welcome and Information centers are open during storms to allow for travelers for shelter.

- o Welcome Centers require snow removal and salt/sand services only for patios/walkways surrounding each building leading up to welcome centers, around portable toilets and dumpsters
- o Clearing of the walkway way that leads from the parking lot to the back of the building.
- o The use of a snow blower is preferred.
- o The use of Magnesium Chloride or Potassium Chloride are permitted for use on sidewalks. No rock salt is permitted on sidewalks.
- o Use of State equipment is not permitted.
- o Main lot, entrances and exits of Welcome Centers will be plowed and maintained by NHDOT.
  
- **Colebrook Welcome Center - 2 Dion Dr, Colebrook NH**
  - o Clearing and salting of the 2 Handicap spots to the left of the building is required.
  - o Clearing of the 2 walkways leading up to the center and along the driveway to the left including around the portable toilet and dumpster is required.
  
- **Interval Scenic Vista Welcome Center - 3654 White Mountain Hwy, Conway NH**
  - o Clearing and salting of the sidewalks to the left and right of the building.
  - o Clearing of the Observation deck with a SNOW BLOWER ONLY.
  - o Clearing and salting where the generator, dumpster and portable toilets are located.

**NHDES - Department of Environmental Services - All Locations**

Vendor shall commence snowplow operations any day, Monday through Sunday, no later than 6AM.

- o Vendor agrees to return on site during storm to ensure no more than four (4) inches of snow has accumulated on the driveway leading from Silk Farm Road to the building with the address of 70 Silk Farm Road and that the concrete aprons and loading dock on the east (Spill Response) side of 70 Silk Farm Road are cleared.
- o Snow piling may occur on site but not in front of parked vehicles or trailers. Piling is to be done along perimeter of paved drive areas.
- o Bare pavement policy does not apply to this facility.
- o Vendor shall cleanup snow drifts to allow for travel, the pavement does not need to be returned to bare pavement.
- o Walkways are not included.
- o Salt/sand combination to be applied as necessary over plowed surfaces to ensure ice does not build up.
- o State personnel may contact Vendor for additional salt/sand applications.
- o Use of State-owned equipment to conduct work is prohibited.
- o State force-account labor will remove snow on the remaining portion of the paved areas.
- o See site map Attachment 3

*[Handwritten Signature]*  
6/14/2024

**NHES - Employment Security - All Locations**

Agency primary business hours are 7:00 a.m. to 5:00 p.m., Monday through Friday. Snow may be piled but Vendor must remove it within 24 hours of piling. Snow removal to be conducted after 7PM, Monday through Friday, and between 8AM and 5PM, Saturday and Sunday

- o During business hours, Vendor shall provide snowplowing services in travel lanes as needed ensuring no more than two (2) inches has accumulated.
- o All parking spaces and travel lanes shall be cleared and treated prior to business hours if under 2 inches of snow has accumulated with ice melt and usable prior to 7:00 a.m. Monday through Friday and by 9:00 AM on weekends and holidays unless otherwise specified.
- o Snow must be removed from locations within two (2) business days after storm ends.
- o Vendor shall clear snow away from generators, HVAC units, dumpsters, and propane tanks ensuring unobstructed access to and from units each time parking lot is plowed.
- o Vendor shall shovel, sand, and/or salt all public and employee access areas and walkways ensuring they are kept clear of snow and ice hazards each time the parking lot is plowed.
- o Salt and sand barrels shall be placed at the building entrances and exits each plow season. Barrels shall be placed no later than November 1 and removed no later than May 15. The Vendor shall be responsible for filling them.
- o Should an awarded location retain a metal roof, snow slough-off and ice accumulation from metal roof shall be removed from around perimeter of building and in front of window(s) including ice build-up on fascia area (as needed) with Vendor only removing what is accessible from the ground.
- o Snow storm expectation is black and wet pavement in travel lanes and cleared parking spaces.
- o 24 hours after snow storms, all travel lanes and parking spaces are required to have black and dry pavement.
- o There shall be no minimum amount of ice accumulation prior to all parking spaces and travel lanes being treated.
- o Should parking lots or parking spaces have a roadway going into or by parking lot and parking spaces; Vendor is responsible for removing any snow roadway plow trucks have left in parking spaces and roadways.
- o Snow piling in Handicap spaces is prohibited. All Handicap spaces should be completely clear of snow and ice at all times with the exception a vehicle is parked within.
- o Snow piling in travel lanes is prohibited - Plowing snow onto walkways is prohibited.
- o Vendor is not permitted to plow in/block fire hydrants and will be responsible for removal of any snow plowed in and around fire hydrants.
- o Vendor is responsible for removal of any snow plowed onto sidewalks.
- o Vendor may be called in for ice or snow removal at any time between storms for the following conditions; snow melt that has refrozen, blowing or drifting snow, ice fog.
- o Vendor shall be responsible upon spring cleanup; for repair of any damages and sweeping of plowed areas to effectively remove all remaining debris once snow has melted. Equipment used shall not destroy the landscaping.
  
- **NHES Berlin - 151 Pleasant St, Berlin NH**
  - o Snow removal shall include any/all snow on walkways or lot resulting from precipitation sliding from metal roof structure.
- **NHES Claremont - 404 Washington St, Claremont NH**
  - o Rooftop snow removal shall be required. The location retains an 8/12 pitch shingled roof structure with a propane fill area that requires clearing.
  - o All parking spaces and travel lanes shall be cleared and treated with ice melt prior to 7am M-F
- **NHES Conway - 518 White Mountain Hwy, Conway NH**
  - o Snow removal shall include any/all snow on walkways or lot resulting from precipitation sliding from metal roof structure.
- **NHES Laconia - 426 Union Ave, Laconia, NH Suite 3**
  - o Snow removal of generator front gate shall require close monitoring and clearing for access.
  - o Rooftop snow removal shall be required. The location retains a flat membrane roof structure.
- **NHES Nashua - 6 Townsend West, Nashua NH**
  - o Snow removal of generator front gate shall require close monitoring and clearing for access.
  - o Rooftop snow removal shall be required. The location retains a flat membrane roof structure.
- **NHES Portsmouth - 2000 Lafayette Rd, Portsmouth NH**
  - o Rooftop snow removal shall be required. The location retains a flat ballast roof structure.
- **NHES Salem - 29 S Broadway, Salem NH**
  - o Snow removal shall include any/all snow on walkways or lot resulting from precipitation sliding from metal roof structure.
  - o Snow removal required for trash receptacle located on left side of location for access.
- **NHES Somersworth - 6 Marsh Brook Dr, Somersworth NH**
  - o Snow removal of generator front gate shall require close monitoring and clearing for access.
  - o Rooftop snow removal shall be required. The location retains an 8/12 pitch shingled roof structure.

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6/14/2024

**NHHS - Health & Human Services & NH Hospital**

- o All locations are operational 24/7, snow removal services shall include: Plowing, sanding/salting of internal area roadways (from main town/state roads if applicable), all parking areas, access roads around rear of buildings, ambulance entrances and loading dock areas as needed ensuring no more than two (2) inches of snow has accumulated.
- **DHHS Hampstead Hospital – 218 East Rd, Hampstead NH**
  - o Preferred ice melt - granular or pelleted salt type on walkways and/or sidewalks.
  - o Areas requiring shoveling – all emergency egresses and walkways.
- **DHHS New Hampshire Hospital – 36 Clinton St, Concord NH**
  - o New Hampshire Hospital is currently undergoing construction with the expectation the Clinton Street entrance road will be cleared of heavy equipment late 2024 or early 2025 with services to commence upon removal of equipment.
  - o The ongoing facility construction located East South East of New Hampshire Hospital (see site maps Attachment 3 - green highlighted area (overhead satellite map)) is expected to continue through and into 2025 and will not be serviceable until such time. The facility will have a walkway and an estimated 15-20 parking spaces which will require service late 2025 to include the main entry, parking for the new facility and the delivery entrance once reopened, and shall be priced accordingly within the offer sheet as one location.
  - o Upon removal of equipment; plowing, sanding/salting of roadways from the main entrance at Clinton Street to all parking areas, the access road around the rear of the building, ambulance entrance and loading dock entrance as needed to ensuring no more than two (2) inches of snow has accumulated (highlighted in yellow – see site maps Attachment 3).
  - o Snow may be piled up (see blue highlighted area site maps Attachment 3) however shall be removed in a timely manner at the request of the State.
  - o Vendor shall shovel, sand and/or salt all public and employee access areas and walkways (highlighted in red – see site maps Attachment 3) ensuring they are kept clear of snow and ice each time parking lot is plowed.
  - o Generators must remain free and clear of snow at all times and may require shoveling out.
  - o See site map Attachment 3 (multiple)
- **DHHS Philbrook Building – 121 South Fruit St, Concord NH**
  - o Location is operational 24/7, snow removal services shall include: Plowing, sanding/salting of roadways from the main entrance at South Fruit Street to all parking areas as needed ensuring no more than two (2) inches of snow has accumulated (highlighted in yellow - attachment #3).
  - o Snow may be piled in up to four (4) parking spaces as needed during a storm(see blue highlighted area – see site map Attachment 3) however shall be removed within twenty-four (24) hours of storms end.
  - o Vendor shall shovel, sand and/or salt all public and employee access areas and walkways (highlighted in red – see site map Attachment 3) ensuring they are kept clear of snow and ice each time parking lot is plowed.
  - o State Agency location will provide sand/salt for access areas and walkways only.
  - o Generators must remain free and clear of snow at all times and may require shoveling out.
  - o See site map Attachment 3

**NHDNCR – Department of Natural and Cultural Resources**

- **Bear Brook Snow Mobile Parking Lot - 61 Deerfield Rd, Allenstown NH**
  - o Business hours 8:00 a.m. to 4:00 p.m.
  - o Vendor shall plow the snowmobile parking lot after three (3) inches of accumulated of snow.
  - o Vendor shall sand and salt parking lot.
  - o See site map Attachment 3

*[Handwritten Signature]*  
5/14/2024

**NHLC - NH Liquor Commission - All Locations**

Vendor shall commence snow removal and salting/sanding no later than one (1) hour prior to locations opening.

- o Vendor shall supply snowplowing services as needed to ensure that no more than two (2) inches have accumulated in the travel lanes.
- o Vendor shall shovel, sand, and/or salt/Magnesium Chloride all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time the parking lot is plowed during business hours.
- o Snow must be hauled away from the premises of all locations when necessary to have complete access to dumpsters, generators, propane tanks, HVAC units, parking areas, entrance ways, exits, and loading areas.
- o To eliminate build-up, the Vendor shall salt, sand, and scrape all surfaces after every ice/snow storm.
- o Vendor shall store 25lbs bags of Magnesium Chloride or equivalent on site for use no later than November 1, each plowing season.
- o Vendor shall provide salt and sand mixed barrels on site starting November 1 and removing them no later than May 15. Vendor is responsible for filling salt and sand mixed barrels.
- o No rock salt or sand shall be utilized directly in front of retail location doors, other forms of ice melt, magnesium chloride or other approved product(s) are acceptable substitutes.
- o Parking lots only are permitted the use of rock salt and/or sand.

• **Liquor Commission Main Office & Warehouse - 50 Storrs St, Concord NH**

- o Vendor shall commence operations so that one (1) hour before the opening of the facility, the facility has been completely serviced Monday - Friday 8:00 a.m.- 4:30 p.m.

• **Liquor Maintenance Department - 14 Hall St, Concord NH**

- o Monday - Friday 8:00 a.m.- 4:30 p.m.
- o Sidewalk on property closest to the building and street maintained by COC

• **Liquor Store #2 - 100B Route 9 W., Chesterfield NH**

- o Hours of Operation: Sunday - Thursday 9:00 a.m. - 6:00 p.m., Friday - Saturday 9:00 a.m. - 8:00 p.m.

• **Liquor Store #15 - 6 Ash Brook Crt, Keene NH**

- o Hours of Operation: Sunday 9:00 a.m. - 6:00 p.m., Monday - Tuesday 9:00 a.m. - 8:00 p.m., Thursday - Saturday 9:00 a.m. - 9:00 p.m.

• **Liquor Store #38 - 500 Woodbury Ave (Portsmouth Traffic Circle), Portsmouth NH**

- o Hours of Operation: Sunday - Saturday 8:00 a.m. - 9:00 p.m.

• **Liquor Store #62 - 11 Freetown Rd, Raymond NH**

- o Hours of Operation: Sunday 12:00 p.m. - 5:00 p.m., Monday - Thursday 10:00 a.m. - 6:00 p.m., Friday - Saturday 10:00 a.m. - 8:00 p.m.

• **Liquor Store #69 - 25 Coliseum Ave, Nashua NH**

- o Hours of Operation: Sunday 9:00 a.m. - 6:00 p.m., Monday - Saturday 9:00 a.m. - 9:00 p.m.

• **Liquor Store #73 - Interstate 95 South, Hampton NH**

- o Hours of Operation: Sunday - Saturday 8:00 a.m. - 9:00 p.m.
- o NHDOT will plow entrance and exit of this location only, lot, walkways and retail location doorways shall be maintained

• **Liquor Store #76 - Interstate 95 North, Hampton NH**

- o Hours of Operation: Sunday - Saturday 8:00 a.m. - 9:00 p.m.
- o NHDOT will plow entrance and exit of this location only, lot, walkways and retail location doorways shall be maintained

**NHL - NH Lottery Commission**

• **Lottery Commission Headquarters - 14 Integra Dr, Concord NH**

Facility shall be completely serviced at least 30 minutes before opening. (Business Hours are 8:00 a.m. to 4:00 p.m. Monday through Friday). Snowplowing services as needed ensuring no more than two (2) inches of snow has accumulated in travel lanes and sidewalks during business hours.

- During off-business hours, Vendor must ensure that no more than two (2) inches of snow have accumulated in a limited area for pedestrians to enter the building and for a driving path from the parking area to the exit.
- Vendor must complete snow plow and/or removal operations in a manner that preserves the current parking lot capacity. No more than four (4) parking spaces may be lost to snow storage.
- Vendor shall treat the parking lots with salt. Sand must be available upon request from the Facility for ice events.
- Salt and sand barrels shall be placed at the building entrances and exits each plow season no later than November 1 and removed no later than May 5. Vendor shall be responsible for filling them.
- Walkways shall be kept clear of snow and ice from 7:30 a.m. to 5:00 p.m.
- Vendor shall hand shovel/snow blow and treat the walkways and stairs with magnesium chloride on an as-needed basis to ensure that they are free of snow and ice hazards and that no more than two (2) inches of snow have accumulated on the sidewalk.
- Vendor shall shovel and treat all public and employee access areas and walkways ensuring they are kept clear of snow and ice each time parking lot is plowed throughout the day.
- Vendor must maintain clear access to the generator and dumpsters on the property at all times.
- To eliminate ice build-up between storms, Vendor shall salt, sand and/or scrape all surfaces to address melt and re-freeze conditions.
- Snow is to be removed or sanded/salted as soon as accumulation reaches a depth indicated for each location, every time it snows, and plow continuously for the duration of the storm so as not to allow large accumulations of snow, so that in the event emergency vehicles need to gain access to any part of the location, they will be able to do so. All areas requiring snow removal shall be completed by the times indicated for that location.
- The Vendor shall maintain locations with the goal of obtaining bare and dry pavement. Bare pavement should occur as soon as practical after a winter storm terminates.
- Vendor shall be responsible for any landscape damage, including damage to irrigation equipment, caused by its work on the property.

*[Handwritten Signature]*  
8/17/2024

**NHDOS - Department of Safety - State Police, DMV, Emergency Services & Fire Academy - All Locations:**

Vendor shall provide snowplowing services as needed ensuring no more than two (2) inches have accumulated in travel lanes. Vendor shall shovel, sand, and/or salt all public and employee access areas and walkways to ensure that they are kept clear of snow and ice hazards each time parking lot is plowed throughout the day. Salt and sand barrels shall be placed at building entrances and exits each plow season no later than November 1 and removed no later than May 15. Vendor is responsible for filling the barrels. Snow must be removed within two (2) business days after the storm ends. For spring cleanup at the end of the season, Vendor shall repair any damages and all sand and soil removed from sidewalks and grass areas.

- **Emergency Services & Communications - 50 Communications Dr, Laconia NH**
  - In addition to plowing, sidewalks and mailbox snow removal services are required.
  - See site map Attachment 3
- **Fire Academy, Fire Standards & Fire Dormitory - 110 Smokey Bear Blvd, Concord NH**

**NOTE: Shall be awarded to one vendor with the lowest bid in conjunction with the Emergency Operations Center, EMS Garage / Main Facility - 110 Smokey Bear Blvd, Concord NH, however invoiced per serviced agency, location(s) per bid.**

  - Seven day a week facility. Campus is a training site with lodging and could have classes from 7:00 a.m. to 11:00 p.m.
  - During business hours, the vendor shall provide snowplowing services as needed to ensure that no more than two (2) inches have accumulated in travel lanes.
  - Areas to be serviced are:
    - Parking Lot and ramp in front of the administration building
    - Drill yard perimeter road
    - Clear loading dock area
    - Clear entrance to storage building in drill yard
    - Driveway entrance to Dormitory
    - Both driveway entrances (2) to Fire House
  - Snowstorms that end by 4:00 a.m. will be plowed by 7:00 a.m. Storms that start after 4:00 a.m. shall be plowed as soon as possible. Storms that occur throughout the day or evening shall be serviced each time the accumulation reaches 3-4"
- **State Police Marine Patrol Storage - 3 Higgins Rd, Belmont NH**
  - Criminal background record check is required.
  - Snow removal and ice treatment must commence after two (2) inches of snow fall and be maintained clear during the course of the storm.
  - Contractor shall be responsible for staking property prior to snow removal season and remove staking at the end of the season.
  - Driveway entrances and exits must have a clear view of oncoming traffic.
  - Door entrances and aprons must be cleared as not to allow snow and ice build-up.
  - Sand and salt to be used in parking lots.
- **State Police Troop C/DMV - Ash Brook Crt, Keene NH**
  - Criminal background record check is required.
  - Driveway entrances and exits must have a clear view of oncoming traffic.
  - Door entrances and aprons must be cleared as not to allow snow and ice build-up.
- **State Police Troop D - 139 Iron Works Rd, Concord NH**
  - Criminal background record check is required.
  - Location is open 24/7.
  - Driveway entrances and exits must have a clear view of oncoming traffic.
  - Door entrances and aprons must be cleared as not to allow snow and ice build-up.
- **State Police Troop E / DMV - 1864 White Mountain Highway Tamworth NH**
  - Criminal background record check is required.
  - Driveway entrances and exits must have a clear view of oncoming traffic.
  - Door entrances and aprons must be cleared as not to allow snow and ice build-up.
- **State Police Troop F / DMV - 549 Route 302, Twin Mountain NH**
  - Criminal background record check is required.
  - Driveway entrances and exits must have a clear view of oncoming traffic.
  - Door entrances and aprons must be cleared as not to allow snow and ice build-up.
- **State Police Hanger / Troop G - 91 Airport Rd, Concord NH**
  - Vendor shall treat facility with salt or equivalent. Sand shall not be used.
  - Vendor shall maintain entrance and exit snow banks to ensure that safe entering and exiting to and from Airport Road.
  - Vendor shall be responsible for maintaining walkways to doorways, including surface treatments, shoveling, plowing or snow blowing.
  - Contractor to supply 20-50 pound bags (or equivalent) of magnesium chloride no later than November 1 each season.
  - Salt barrels shall be placed at all building entrances/exits no later than November 1 of each plow season. The Vendor shall be responsible for filling them. Barrels shall be removed no later than May 15 each year.
  - Vendor shall be responsible for maintaining walkways to doorways, including surface treatments, shoveling, plowing or snow blowing.
  - Vendor shall maintain clear access to trash dumpster.

*[Handwritten Signature]*  
6/14/2024

**ADDITIONAL REQUIREMENTS:**

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

The Vendor shall not commence work until a conference is held prior to commencing initial removal 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.

**SUBCONTRACTORS:**

If subcontractors are to be utilized, the following shall be required:

- Information regarding the proposed sub-contractors including contact information including but not limited to:
  - Company name
  - Address
  - Telephone information
  - Contact person
  - Three references for clients they are currently servicing.
- Contractors shall be responsible to pay subcontractors in a timely manner ensuring no disruptions to servicing State locations are incurred.
- Contractor shall be held responsible for any damages or negligence of contract requirements by and from subcontractors.
- Should damages occur and subcontractor nor Contractor have not remedied damages with repairs or payment, Contractor shall be held liable wherein final payment due to Contractor shall be reduced by amount(s) owed for repairs stemming from sign-off for end of season from the serviced location.
- Approval by the State must be received prior to a sub-contractor starting any work.

**WARRANTY REQUIREMENTS:**

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

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

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

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

*[Handwritten Signature]*  
5/14/2024

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

**NON-EXCLUSIVE CONTRACT:**

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

**DISASTER RECOVERY:**

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

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

**OFFER:**

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted in Attachment 1, in complete accordance with the general and detailed specifications included herewith.

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

Attachment 1: Offer Sheet inclusive of the following:

Section I - On Call Non-Regularly Serviced Locations - Statewide Pricing By County & Town

Section II - Snow Removal - Individual Location Pricing

Section III - Rooftop Snow Removal - Individual Location Pricing

**ATTACHMENTS:**

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

Appendix A: Sample P-37 Form

Attachment 1: RFB 2878-24 - Vendor Offer Sheet

Attachment 2: RFB 2878-24 - DMAVS Snow Removal Site Maps

Attachment 3: RFB 2878-24 - SoNH Other Snow Removal Site Maps

Attachment 4: RFB 2878-24 - Bureau of Courts Site Maps

Attachment 5: RFB 2878-24 - SoNH Snow Removal End of Season Site Inspection Form

(to be retained by Contractor and Subcontractor until seasons end)

**VENDOR CONTACT INFORMATION:**

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

Kris Reynolds 6032901463

Contact Person Local Telephone Number Mobile or Toll Free Number

kris@karmiclandscapes.com

E-mail Address Company Website

karmic landscapes 18 albin rd bow nh

Vendor Company Name Vendor Address

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

Microsoft Teams meeting

Join on your computer or mobile app

[Join the meeting now](#)

Meeting ID: 250 675 194 108

Passcode: GnjYbS

Dial-in by phone

+1 603-931-4944 527285435# United States, Concord

[Find a local number](#)

Phone conference ID: 527 285 435#

Join on a video conferencing device

Tenant key: [nhgov@m.webex.com](mailto:nhgov@m.webex.com)

Video ID: 115 033 028 7

[More info](#) For organizers: Meeting options | Reset dial-in PIN

# 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: _____			

*[Handwritten Signature]*  
6/14/2024

**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

Contractor Initials

Date

*[Handwritten Signature]*  
6/14/2024

rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **WORKERS' COMPENSATION.** 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the

Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

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

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

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

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

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

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

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

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any

additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

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