New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

23

Stephanie L. Simek, Ph.D.
Executive Director

September 2, 2025

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

Requested Action

Authorize the New Hampshire Fish and Game Department (NHFGD) to enter into a **Sole Source** contract with HoneyDo Cleaners (Vendor Code (281324) of Dover, NH, in the amount of $20,680.00 to provide cleaning services for the NH Fish and Game Department's Region 3 and Great Bay Discovery Center campus, effective upon Governor and Council approval through June 30, 2027. Funds are 42% Federal and 58% Fish and Game Funds.

Funding is available in accounts, Marine Fisheries and Estuarine Reserve as follows:

			FY2026	FY2027
03 75 75 753020 22890000 Marine Resources Program - Estuarine Reserve				
	20-07500-22890000-020-500252	Current Expenses	$6,180.00	$6,180.00
03 75 75 753020 22880000 Marine Resources Program – Marine Fisheries Management				
	20-07500-22880000-020-500252	Current Expenses	$4,160.00	$4,160.00

Explanation

Sole Source is being requested as the Marine Division has reached out to New Hampshire cleaning contractors on the NH Department of Administrative Services (DAS) web site. Three contractors replied to our bid request, as well as our past vendor HoneyDo Cleaning. The three state contractors' bids received were at a higher cost that has been currently budgeted for that line item so no state contractors were chosen. We have received a waiver from DAS allowing us to use HoneyDo Cleaners, as their cleaning costs were significantly less than the state contracted vendors.

Respectfully submitted,

Stephanie L. Simek, Ph.D.
Executive Director

Kathy Ann LaBonte
Chief, Business Division

New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

Stephanie L. Simek, Ph.D.
Executive Director

August 5, 2025

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
25 Capitol Street
Concord, New Hampshire, 03301

Requested Action-Waiver of Purchasing Requirements (Admn 601.05)

Authorize the New Hampshire Fish and Game Department (NHFGD) to enter into a sole source contract with HoneyDo Cleaners (Vendor Code (281324) of Dover, NH, in the amount up to $20,680.00 to provide cleaning services for the NH Fish and Game Department's Region 3 and Great Bay Discovery Center campus for a period of two years, effective upon Governor and Council approval through June 30, 2027. Funds are 100% Fish and Game Funds. NHFGD has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract.

Funding is available in accounts Marine Fisheries and Estuarine Reserve as follows:

			FY2026	FY2027
03 75 75 753020	22890000 Marine Resources Program - Estuarine Reserve			
	20-07500-22890000-020-500252	Current Expenses	$6,180.00	$6,180.00
03 75 75 753020	22880000 Marine Resources Program – Marine Fisheries Management			
	20-07500-22880000-020-500252	Current Expenses	$4,160.00	$4,160.00

Explanation

The Marine Division was advised by NHDAS to reach out to New Hampshire janitorial cleaning contractors on the NHDAS web site. Three contractors replied to our bid request as well as the previous janitorial cleaning vendor HoneyDo Cleaning (bids attached). The three State contractor bids received are a higher cost that has been currently budgeted for that line item and the lowest bid returned was $3,760.00 for a single year or $7,520.00 for a two year period higher than the bid returned by the previous vendor. We are requesting a waiver to enter into a sole source agreement with HoneyDo Cleaners as the bid received was a cost the budget could manage and a significant cost savings to NHFGD.

Stephanie L. Simek, Ph.D.
Executive Director
NH Fish and Game Department

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 08/26/2025

TO: CHARLES ARLINGHAUS, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

Requester: Kathy Labonte	**Agency:** NHFG
Commodity: Janitorial Cleaning Service	**Vendor:** HoneyDo Cleaners
RFB/RFP/RFQ (if applicable)	**Contract:** Janitorial Cleaning Service
Est. Amount: $20,680.00	

PERMISSION IS HEREBY REQUESTED TO WAIVE THE MANDATORY STATEWIDE CONTRACT USAGE PROVISION OF RSA 21-I:17-C, AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The New Hampshire Fish and Game, Region 3 and Great Bay Discovery Center requested quotes for janitorial cleaning services from three (3) contracted vendors, City Wide Facility Service, Shine House Cleaners, and Concord Compassionate Cleaners, and one (1) non-contracted vendor, HoneyDo Cleaners, which has performed cleaning services for NHFG in the past. HoneyDo Cleaner's quote was the lowest and would result in a savings of $3,760.00 annually.

Based on the annual savings, New Hampshire Fish and Game, Region 3 and Great Bay Discovery Center is requesting to waive the statewide contract purchasing requirement.

SUBMITTED FOR ACCEPTANCE BY:

Christopher.R.Fuller@das.nh.gov Digitally signed by Christopher.R.Fuller@das.nh.gov Date: 2025.08.26 13:37:23 -04'00'

Mathew.T.Stanton@das.nh.gov Digitally signed by Mathew.T.Stanton@das.nh.gov Date: 2025.08.26 13:48:03 -04'00'

PA / ADMIN / DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary.S.Lunetta@das.nh.gov Date: 2025.08.26 15:12:33 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

8/28/25

CHARLES M. ARLINGHAUS, COMMISSIONER **DATE**
DEPARTMENT OF ADMINISTRATIVE SERVICES

New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

Stephanie L. Simek, Ph.D.
Executive Director

August 5, 2025

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
25 Capitol Street
Concord, New Hampshire, 03301

Requested Action-Waiver of Purchasing Requirements (Admn 601.05)

Authorize the New Hampshire Fish and Game Department (NHFGD) to enter into a sole source contract with HoneyDo Cleaners (Vendor Code (281324) of Dover, NH, in the amount up to $20,680.00 to provide cleaning services for the NH Fish and Game Department's Region 3 and Great Bay Discovery Center campus for a period of two years, effective upon Governor and Council approval through June 30, 2027. Funds are 100% Fish and Game Funds. NHFGD has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract.

Funding is available in accounts Marine Fisheries and Estuarine Reserve as follows:

			FY2026	FY2027
03 75 75 753020	22890000 Marine Resources Program - Estuarine Reserve			
	20-07500-22890000-020-500252	Current Expenses	$6,180.00	$6,180.00
03 75 75 753020	22880000 Marine Resources Program – Marine Fisheries Management			
	20-07500-22880000-020-500252	Current Expenses	$4,160.00	$4,160.00

Explanation

The Marine Division was advised by NHDAS to reach out to New Hampshire janitorial cleaning contractors on the NHDAS web site. Three contractors replied to our bid request as well as the previous janitorial cleaning vendor HoneyDo Cleaning (bids attached). The three State contractor bids received are a higher cost that has been currently budgeted for that line item and the lowest bid returned was $3,760.00 for a single year or $7,520.00 for a two year period higher than the bid returned by the previous vendor. We are requesting a waiver to enter into a sole source agreement with HoneyDo Cleaners as the bid received was a cost the budget could manage and a significant cost savings to NHFGD.

Stephanie L. Simek, Ph.D.
Executive Director
NH Fish and Game Department

	Cleanings per Year	HoneyDo Cost Per Cleaning	Annual Cost	CityWide Cost per Month	Annual Cost	Shine House Cost per Cleaning	Annual Cost
GBDC	86	$30.00	$2,580.00			$60.00	$5,160.00
GBHG	52	$30.00	$1,560.00	$625.00	$7,500.00	$55.00	$2,860.00
GBDH	24	$85.00	$2,040.00			$95.00	$2,280.00
Region 3	52	$80.00	$4,160.00	$550.00	$6,600.00	$80.00	$4,160.00
Totals			**$10,340.00**		**$14,100.00**		**$14,460.00**

GBDC - Great Bay Discovery Center
GBHG - Great Bay Hugh Gregg Center
GBDH - Great Bay Depot House

Concord Compassion Cleaners Cost per Cleaning	Annual Cost
$120 or $125	$10,410.00
$130.00	$6,760.00
$130.00	$3,120.00
	No Bid
	$20,290.00

	Cleanings per Year	HoneyDo Cost Per Cleaning	Annual Cost	CityWide Cost per Month	Annual Cost	Shine House Cost per Cleaning	Annual Cost	Concord Compassion Cleaners Cost per Cleaning	Annual Cost
GBDC	86	$30.00	$2,580.00			$60.00	$5,160.00	$120 or $125	$10,410.00
GBHG	52	$30.00	$1,560.00	$625.00	$7,500.00	$55.00	$2,860.00	$130.00	$6,760.00
GBDH	24	$85.00	$2,040.00			$95.00	$2,280.00	$130.00	$3,120.00
Region 3	52	$80.00	$4,160.00	$550.00	$6,600.00	$80.00	$4,160.00		No Bid
Totals			**$10,340.00**		**$14,100.00**		**$14,460.00**		**$20,290.00**

GBDC - Great Bay Discovery Center
GBHG - Great Bay Hugh Gregg Center
GBDH - Great Bay Depot House

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 New Hampshire Fish and Game		1.2 State Agency Address 89 Depot Road, Greenland 225 Main Street, Durham	
1.3 Contractor Name HoneyDo Cleaners (State Vendor code 281324)		1.4 Contractor Address 692 Central Ave # 1, Dover, NH 03820	
1.5 Contractor Phone Number 603-970-1245	1.6 Account Unit and Class 20-22880000-020-500252 20-22890000-020-500252	1.7 Completion Date June 30, 2027	1.8 Price Limitation $8,320.00 (Total $20,680.00) $12,360.00.00
1.9 Contracting Officer for State Agency Stephanie L. Simek PH D., Executive Director		1.10 State Agency Telephone Number 603-271-3511	
1.11 Contractor Signature Date: 8/5/25		1.12 Name and Title of Contractor Signatory Michelle Launchbury, Owner	
1.13 State Agency Signature Date: 9/4/25		1.14 Name and Title of State Agency Signatory Stephanie M. Simek, Ph D., Executive Director	
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: 9/10/25	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials ML
Date 8/5/25

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials AM
Date 8/5/25

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.

Contractor Initials ML
Date 8/5/25

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

Contractor Initials MV
Date 8/5/25

Exhibit A – Special Provisions

None

Contractors Initials ML
Date 8/5/25

Exhibit B- Scope of Services

Great Bay: Discovery Center requires two (2) cleanings per week April through November and one (1) cleaning per week December through March (2 days/week x 34 + 1 day/week x 18 =
Great Bay: Hugh Gregg Center requires one (1) cleaning per week (1 day/week x 52 = 52 cleanings per year)
Great Bay: Depot House requires two (2) cleanings per month (2 day/month x 12 = 24 cleanings per year)
Cory Riley (603) 778-0015 Cory.A.Riley@wildlife.nh.gov

Clean Mats	All entrances
Damp Mopping	All Floors in wintertime or during inclement weather; not to exceed every other day in good weather
Glass/Mirror Cleaning	All glass partitions/doors and View window doors
Lavatory / Kitchen Cleaning	All, includes Refill Hand Towels/TP/Soap dispensers
Receptacle Emptying	All Floors, Clean/replace liner Remove all trash from facility to dumpster
Spot Clean Carpeting	All Floors
Spot Clean Floors	All Floors
Spot Clean Furniture	All Floors
Spot Clean Kitchens / Lavatory	All partitions, counters, sinks, tiled walls and interior of waste cans / sanitary disposal containers
Spot Clean Walls, Doors/Light Switches	All Floors
Sweeping	All Floors
Vacuum Carpets	All Floors; All Areas
Every Other Week	
All floors including lavatories	Mop and buff all resilient floor surfaces and tile floors. Scrub resilient floors, apply new wax finish and buff.
Weekly Maintenance	
Drinking fountains	All Floors Clean and disinfect all drinking fountains
Dust all horizontal surfaces.	All floors all areas, dust all horizontal surfaces (blinds, shelving, sills, heating elements, vents etc.)
Exterior doors.	Clean inner and outer area surfaces of all exterior doors.
Restrooms (all)	Scrub, Clean and disinfect Toilets, urinals, sinks, TP/PT dispensers. Damp mop/disinfect floors
Sweep/dry all resilient floor surfaces	All Floors
Vacuum carpeted areas	All Floors / areas including under desks, chairs and tables.

Contractors Initials ML
Date 8/5/25

Monthly Maintenance	
Metal Polishing Drinking Fountains	All interior/exterior door hardware & interior handrails, kick plates (brass, stainless & aluminum)
All Restrooms	Scrub, Clean, Disinfect; grout, all partitions, counters, tile walls/floors, waste can interiors, sanitary disposal containers
Quarterly Maintenance	
Clean Ceiling Diffusers	All Floors
Semi-Annual Maintenance at a minimum, more often if required	
Woodwork walls and doors; spot clean all woodwork, horizontal surfaces, doors and walls where necessary.	All Floors
Wash all windows, inside and out	All Floors
Carpet shampooing and shampoo traffic as needed. Clean carpet stains	All Floors
As Required With Written Agency Approval	
Carpet/Upholstery Cleaning	All Floors

Special Additional Information

- All Lights to be turned off upon completion.
- Approximate Square Footage = 5,000 for 10 Employees, tile/linoleum/ceramic =10%; Carpet = 90%
- Bathrooms 2 (2 open to the public)
- Janitor shall clean up papers, cans, butts and/or other items not belonging on the sidewalk, parking lot or landscaped areas of the parking lot.
- Janitor shall supply all consumables except for trash can liners and paper products (paper towels, toilet paper, etc.).
- State supplies Paper Towels, Toilet Paper, Hand Soap and Trash Can liners (Hand soap container is on floor of Janitor Closet – near water fountain.)

Contractors Initials MC
Date 8/5/25

Fish & Game, Region 3 Marine Fisheries
225 Main Street, Durham

Renee Zobel
(603) 868-1095

Once Weekly Maintenance (Thursday) 8 AM to 4 PM

Daily Maintenance	
Clean Mats	All entrances
Damp Mopping (with cleaner/disinfecting solution)	All floors in winter or during inclement weather; not to exceed every other day in good weather
Glass / Mirror Cleaning	All mirrors, glass partitions / doors and entrance / view window doors
Lavatory/Kitchen Cleaning	All, clean and sanitize toilet bowls and urinals, sanitize washbasin and polish fixtures, restock toilet paper, paper towels and hand soap dispensers
Receptacle Emptying - Internal & External	All floors, clean and replace liner
Spot Clean Carpeting	All floors
Spot Clean Floors	All floors
Spot Clean Kitchens/Lavatory	All partitions, counters, sinks, tiled walls and interior of waste cans/sanitary disposal containers
Spot Clean Walls, Wall Panels & Partitions, Doors, Light Switches	All floors
Vacuum Carpets	All floors
Sweeping	All floors
Stairwell(s)	All, shall be cleaned, vacuumed and/or swept, wet mopped, etc.
All Restrooms	Scrub, clean, disinfect toilets, urinals, sinks, counters, tile, TP/PT dispensers. Damp mop and disinfect floors.
Per Occurrence / Negotiable	
Burnishing	All floors
Machine Scrubbing/Floor Recoating	All floors, including lavatories
Spot Clean Furniture, Cubicle Panels & Chairs	All floors
Metal polishing	All light fixtures, interior & exterior door hardware, interior handrails, kick plates & drinking fountains (brass, stainless & aluminum)
Spot Clean Woodwork	All Floors, all woodwork, horizontal surfaces, doors, walls.
Vacuum Upholstered Chairs	All Floors
Detail Clean	All Floors, edges, corners and thresholds
Every Other Daily Maintenance	
Low Dust	All ledges (includes fireplace mantels, furniture, pictures and window sills)
Dust Horizontal Surface	All Floors, all areas (blinds, shelving, sills, heating elements, vents, etc.)

Contractors Initials NL
Date 8/5/25

Exterior Doors	All, Clean inner and outer surfaces

Special Additional Information
• Approximately 6,000 Sq. Ft for 10 staff; Carpet 75%; tile/linoleum/ceramic 25% • Bathrooms 4 (2 open to the public) • All Lights to be turned off upon completion. • Emergency daytime cleaning of Restrooms/Public area on a per event basis as requested • Janitor shall clean up papers, cans, butts and/or other items not belonging on the sidewalk, parking lot or landscaped areas of the parking lot. • Contractor shall supply all supplies required to perform their duties. State will not supply (paper products, hand soap etc.) • Holidays when a holiday falls on a work day janitor shall make arrangements with agency to clean another day.

Contractors Initials ML
Date 8/5/25

Exhibit C – Payment Terms

HoneyDo Cleaners (Vendor Code #281324) in Dover, NH, will invoice the NH Fish and Game Department (225 Main Street Durham, NH 03824 and 89 Depot Road Greenland, NH 03840) for these completed services on a monthly basis and be paid up to a maximum of $20,680.00 for this two (2) year contract.

Payment Terms

HoneyDo Cleaners expects payment in full within 45 days of invoice.

Contractors Initials MM
Date 8/5/25

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 HONEYDO CLEANERS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on June 06, 2024. 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: **964270**
Certificate Number: **0007254911**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of August A.D. 2025.

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE

Michelle Launchbury, hereby certify that I am Sole Member of the company known as, **HoneyDo Cleaners**.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certificate as evidence that I have full authority to bind **HoneyDo Cleaners** and that no corporate resolution, shareholder vote, or other document or election is necessary to grant me such authority.

Signed: _____

Date: 8/7/25

State of New Hampshire, County of Strafford

On this the 7th day of August 2025, before me Codie Jacobsen the undersigned officer, personally appeared Michelle Launchbury known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that he/she executed the same foe the purposes therein contained, In witness whereof, I hereunto set my hand and official seal.

Codie Jacobsen

CODIE E. JACOBSEN
NOTARY PUBLIC
MY COMMISSION EXPIRES 12/21/2027
STATE OF NEW HAMPSHIRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/7/2025

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

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

PRODUCER
East Coast Global Insurance LLC
217 High St
Somersworth NH 03878

CONTACT NAME:
PHONE (A/C, No, Ext): 603-842-5968 **FAX (A/C, No):** 603-842-5971
E-MAIL ADDRESS: tammyf@ecgillc.com

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

INSURED HONECLE-01
HoneyDo Cleaners
692 Central Ave #1
Dover NH 03820

COVERAGES **CERTIFICATE NUMBER:** 1013316921 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		ADL5629110-10	3/25/2025	3/25/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of NH Fish and Game Dept
11 Hazen Dr
Concord NH

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD