

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

DATE: May 15, 2020

CONTRACT #: 8002335

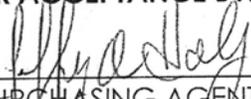
NIGP CODE: 910*

CONTRACT FOR: Janitorial Services

CONTRACTOR: Pro City Facilities

VENDOR CODE #: 226114

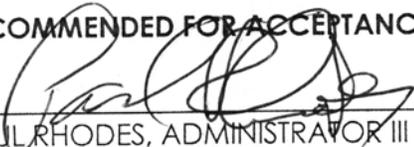
SUBMITTED FOR ACCEPTANCE BY:



JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 5/15/2020

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 5/15/2020

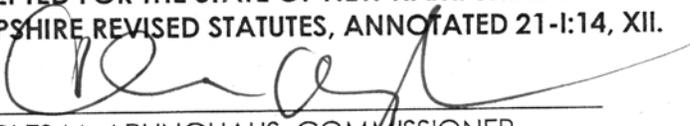
APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 5/15/2020

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



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5/16/2020

.....

**FIFTH AMENDMENT TO THE CONTRACT
 BETWEEN PRO CITY FACILITIES SERVICES, INC.
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR JANITORIAL CLEANING SERVICES AT THE MILFORD DMV
 CONTRACT # 8002335**

This Fifth Amendment (hereinafter referred to as the "Amendment"), dated this 13 day of May, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services, Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective July 1, 2018 set to expire June 30, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 1.8 \$955,000.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period May 15, 2020 through June 30, 2022:

DOT – Turnpikes Hookset Facility	Year One Cost	Year Two Cost	Emergency Rate/Hourly
Daily Rate	\$40.00	\$41.00	\$25.00
Agency – DOT Bureau of Turnpikes			
This location requires five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)			
Total square footage is approximately 9500 sq. ft.			

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on July 1, 2018 shall remain in full force and effect.

PRO CITY FACILITIES SERVICES, INC

By:

Christian Augusto
(Print Name)

Title:

President

Date:

05/13/2020

STATE OF NEW HAMPSHIRE

By:

Charles M. Arlinghaus
(Print Name)

Title:

Commissioner,
Department of Administrative Services

Date:

5-16-20

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 13th day of May, 2020

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Christian Augusto

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:

April 17, 2024
(Date)

KELLY L. CARPENTER, Notary Public
My Commission Expires April 17, 2024

Welcome Jeff Haley!



User ID: jhaley1205

Last Login: 05/14/2020 02:19 PM

Account

Logout

- Dashboard
- Business Search
- Verify Certificate
- BUSINESS SERVICES
- TRADEMARK SERVICES
- Purchase Business Data
- Administration Services
- CC
- CC Data Sales
- My Profile
- Transaction Details
- Help
- Logout

Business Details

Business Name: **PRO CITY FACILITIES SERVICES INC** Business ID: **668477**

Business Type: **Domestic Profit Corporation** Business Status: **Good Standing**

Business Creation Date: **03/20/2012** Name in State of Incorporation: **Not Available**

Date of Formation in Jurisdiction: **03/20/2012**

Principal Office Address: **250 Commercial St. suite 3011A, Manchester, NH, 03101, USA** Mailing Address: **250 Commercial St. suite 3011A, Manchester, NH, 03101, USA**

Citizenship / State of Incorporation: **Domestic/New Hampshire**

Last Annual Report Year: **2020**

Next Report Year: **2021**

Duration: **Perpetual**

Business Email: **info@procityfacilitieservices.com** Phone #: **603-854-0641**

Notification Email: **NONE** Fiscal Year End Date: **NONE**

Principal Purpose

S.No	NAICS Code	NAICS Subcode
No records to view.		

Principals Information

Name/Title	Business Address
Cristian Augusto / President	250 Commercial St. suite 3011A, Manchester, NH, 03101, USA
Paula Augusto / Vice President	250 Commercial St. suite 3011A, Manchester, NH, 03101, USA
Paula Augusto / Chairman of the Board of Directors	250 Commercial St. suite 3011A, Manchester, NH, 03101, USA

Page 1 of 1, records 1 to 3 of 3

Registered Agent Information

Name: **Augusto, Christian V.**

Registered Office Address: **100 Willow Street Suite 9, Manchester, NH, 03103, USA**

Registered Mailing Address: **100 Willow Street Suite 9, Manchester, NH, 03103, USA**

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.



User ID: jhaley1205

Welcome Jeff Haley!

Last Login: 05/14/2020 02:19 PM

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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

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MEMORANDUM

To: File

Date: 5/15/2020

From: J. Haley

Subject:

NHES Tobey Building

In response to the request for Covid 19 enhanced cleaning by NHES, Purchase and Property is putting this Amendment 5 for contract 8002335 with Pro City Facilities forward for approval. The service and cost have been approved by NHES leadership.

From: Revels, Jill

Sent: Friday, April 17, 2020 11:16 AM

To: Rhodes, Paul A <Paul.A.Rhodes@das.nh.gov>; Haley, Jeffrey <Jeffrey.A.Haley@das.nh.gov>

Cc: Lunetta, Gary <Gary.S.Lunetta@das.nh.gov>

Subject: RE: Emergency COVID19 Cleaning...

Importance: High

Thank you for your prompt response...

The emergency response team is with Homeland Security and Emergency Management. They made recommendation to my Commissioner/Deputy Commissioner in light of the added call center here @ 45 South Fruit Street as well as the need to continue to operate full capacity from this facility.

This location is not covered under another contract as we have our own maintenance staff who perform general cleaning in this facility daily. The services provided by Pro City are beyond what our maintenance staff could provide.

Sorry, we have not seen any billing yet nor am I aware of any negotiated rates. I would hope the rate will be in line with other state contracts the vendor has. Please let me know if further information is needed. Thank you.



PRO CITY

FACILITIES SERVICES INC.

JANITORIAL SERVICES & SOLUTION FOR YOUR FACILITY

I, Cristian V Augusto the undersigned President of Pro City Facilities Services Inc. A New Hampshire Incorporated business and Paula L Augusto, Vice President of the same company, certify that we are authorized do bind the company pursuant to provision in corporation operating.

Agreement: We understand that the State of New Hampshire will rely on the certification as evidence that we have full authority to bind the company.

In witness whereof, we have set hands as the President and Vice President of Pro City Facilities Services Inc.

March 19, 2020

President
Christian V Augusto

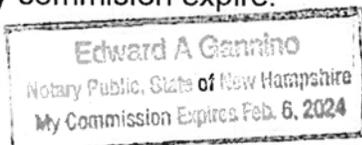
Vice President
Paula L Augusto

State of New Hampshire, County of Merrimack

On March 19, 2020 before me, Edward Gannino the undersigned officer personally appeared the person identified in the foregoing certificate known to me (or satisfactory proven) to be the owner of the business in the foregoing certificate and acknowledged that she/he executed the foregoing certificate

Notary/Justice of the Peace

My commision expire:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2020

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

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

PRODUCER Eames Insurance Services LLC 78 Airport Rd Concord NH 03301	CONTACT NAME: Taylor D. Eames	
	PHONE (A/C No. Ext): 603-225-7653	FAX (A/C No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security (Liberty Mutual)	
INSURED PRO CITY FACILITIES SERVICES INC 100 WILLOW STREET SUITE 9 MANCHESTER NH 03102	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BKS58419253	12/11/2019	12/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Anyone person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAS58419253	12/11/2019	12/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ 10,000 OCCUR CLAIMS-MADE		USO58419253	12/11/2019	12/11/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	XWS58419253	12/11/2019	12/11/2020	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

JANITORIAL SERVICES

CERTIFICATE HOLDER State of New Hampshire Administrative Services Department 25 Capitol St # 120, Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)

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

DATE: May 15, 2020

CONTRACT #: 8002335

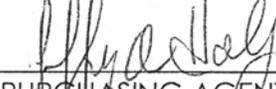
NIGP CODE: 910*

CONTRACT FOR: Janitorial Services

CONTRACTOR: Pro City Facilities

VENDOR CODE #: 226114

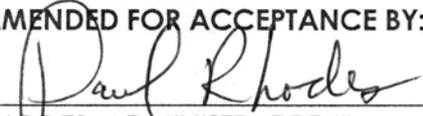
SUBMITTED FOR ACCEPTANCE BY:



JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 5/15/2020

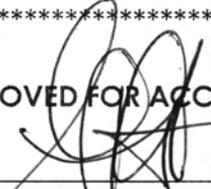
RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 5/15/2020

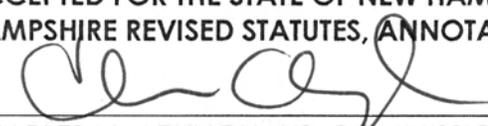
APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 5/15/2020

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



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5/16/20

.....

**FOURTH AMENDMENT TO THE CONTRACT
 BETWEEN PRO CITY FACILITIES SERVICES, INC.
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR JANITORIAL CLEANING SERVICES AT THE MILFORD DMV
 CONTRACT # 8002335**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 13 day of May, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services, Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective July 1, 2018 set to expire June 30, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 1.8 \$930,000.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period March 27, 2020 through June 30, 2022:

Location: NH Employment Security 45 South Fruit Street Concord NH 03301	Section A
	Daily Rate
	March 27, 2020 – June 30, 2022
Agency - NHES This location requires seven (7) cleanings per week	
Daily Rate	\$300.00

1. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on July 1, 2018 shall remain in full force and effect.

Contractor Initials: CA
 Date: 05/13/2020

PRO CITY FACILITIES SERVICES, INC

By:

Christian Augusto
(Print Name)

Title:

President

Date:

05/13/2020

STATE OF NEW HAMPSHIRE

By:

Charles M. Arlinghaus
(Print Name)

Title:

Commissioner,
Department of Administrative Services

Date:

5-16-20

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 13th day of May, 2020

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Christian Augusto

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:

April 17, 2024
(Date)

KELLY L. CARPENTER, Notary Public
My Commission Expires April 17, 2024

Welcome Jeff Haley!



User ID: jhaley1205

Last Login: 05/14/2020 02:19 PM

Account

Logout

- Dashboard
- Business Search
- Verify Certificate
- BUSINESS SERVICES
- TRADEMARK SERVICES
- Purchase Business Data
- Administration Services
- CC
- CC Data Sales
- My Profile
- Transaction Details
- Help
- Logout

Business Details

Business Name:	PRO CITY FACILITIES SERVICES INC	Business ID: 668477
Business Type:	Domestic Profit Corporation	Business Status: Good Standing
Business Creation Date:	03/20/2012	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction:	03/20/2012	
Principal Office Address:	250 Commercial St. suite 3011A, Manchester, NH, 03101, USA	Mailing Address: 250 Commercial St. suite 3011A, Manchester, NH, 03101, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire	
Duration:	Perpetual	Last Annual Report Year: 2020
Business Email:	info@procityfacilitieservices.com	Next Report Year: 2021
Notification Email:	NONE	Phone #: 603-854-0641
		Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
No records to view.		

Principals Information

Name/Title	Business Address
Cristian Augusto / President	250 Commercial St. suite 3011A, Manchester, NH, 03101, USA
Paula Augusto / Vice President	250 Commercial St. suite 3011A, Manchester, NH, 03101, USA
Paula Augusto / Chairman of the Board of Directors	250 Commercial St. suite 3011A, Manchester, NH, 03101, USA

Page 1 of 1, records 1 to 3 of 3

Registered Agent Information

Name: Augusto, Christian V.

Registered Office Address: 100 Willow Street Suite 9, Manchester, NH, 03103, USA

Registered Mailing Address: 100 Willow Street Suite 9, Manchester, NH, 03103, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.



User ID: jhaley1205

Welcome Jeff Haley!

Last Login: 05/14/2020 02:19 PM

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MEMORANDUM

To: File

Date: 5/15/2020

From: J. Haley

Subject:

NHES Tobey Building

In response to the request for Covid 19 enhanced cleaning by NHES, Purchase and Property is putting this Amendment 5 for contract 8002335 with Pro City Facilities forward for approval. The service and cost have been approved by NHES leadership.

From: Revels, Jill

Sent: Friday, April 17, 2020 11:16 AM

To: Rhodes, Paul A <Paul.A.Rhodes@das.nh.gov>; Haley, Jeffrey <Jeffrey.A.Haley@das.nh.gov>

Cc: Lunetta, Gary <Gary.S.Lunetta@das.nh.gov>

Subject: RE: Emergency COVID19 Cleaning...

Importance: High

Thank you for your prompt response...

The emergency response team is with Homeland Security and Emergency Management. They made recommendation to my Commissioner/Deputy Commissioner in light of the added call center here @ 45 South Fruit Street as well as the need to continue to operate full capacity from this facility.

This location is not covered under another contract as we have our own maintenance staff who perform general cleaning in this facility daily. The services provided by Pro City are beyond what our maintenance staff could provide.

Sorry, we have not seen any billing yet nor am I aware of any negotiated rates. I would hope the rate will be in line with other state contracts the vendor has. Please let me know if further information is needed. Thank you.



PRO CITY

FACILITIES SERVICES INC.

JANITORIAL SERVICES & SOLUTION FOR YOUR FACILITY

I, Cristian V Augusto the undersigned President of Pro City Facilities Services Inc. A New Hampshire Incorporated business and Paula L Augusto, Vice President of the same company, certify that we are authorized do bind the company pursuant to provision in corporation operating.

Agreement: We understand that the State of New Hampshire will rely on the certification as evidence that we have full authority to bind the company.

In witness whereof, we have set hands as the President and Vice President of Pro City Facilities Services Inc.

March 19, 2020

President
Christian V Augusto

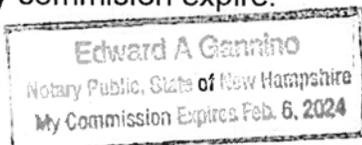
Vice President
Paula L Augusto

State of New Hampshire, County of Merrimack

On March 19, 2020 before me, Edward Gannino the undersigned officer personally appeared the person identified in the foregoing certificate known to me (or satisfactory proven) to be the owner of the business in the foregoing certificate and acknowledged that she/he executed the foregoing certificate

Notary/Justice of the Peace

My commision expire:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2020

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

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

PRODUCER Eames Insurance Services LLC 78 Airport Rd Concord NH 03301	CONTACT NAME: Taylor D. Eames	
	PHONE (A/C No. Ext): 603-225-7653	FAX (A/C No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security (Liberty Mutual)	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
PRO CITY FACILITIES SERVICES INC
100 WILLOW STREET SUITE 9
MANCHESTER NH 03102

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		BKS58419253	12/11/2019	12/11/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Anyone person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS		BAS58419253	12/11/2019	12/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ 10,000		USO58419253	12/11/2019	12/11/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	XWS58419253	12/11/2019	12/11/2020	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

JANITORIAL SERVICES

CERTIFICATE HOLDER CANCELLATION

State of New Hampshire Administrative Services Department
25 Capitol St # 120, 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

Taylor D Eames

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

DATE: 3/19/2020

CONTRACT #: 8002335

NIGP CODE: 910*

CONTRACT FOR: Janitorial Services

CONTRACTOR: Pro City Facilities

VENDOR CODE #: 226114

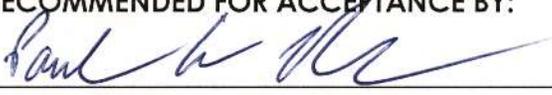
SUBMITTED FOR ACCEPTANCE BY:



JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 3/19/2020

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 3/19/2020

APPROVED FOR ACCEPTANCE BY:



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

DATE 3/19/2020

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



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 3/19/2020

**THIRD AMENDMENT TO THE CONTRACT
BETWEEN PRO CITY FACILITIES SERVICES, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL CLEANING SERVICES
CONTRACT # 8002335**

This third Amendment (hereinafter referred to as the "Amendment"), dated this 19 day of March, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services, Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 1, 2019 set to expire June 30, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 June 30, 2022
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$870,000.00
3. Amend Exhibit B Payment & Pricing; add the following payment terms for the period March 21, 2020 through June 30, 2022 :

Bid 2216-20
Attachment A
Offer Section

Fire Academy Administration Building

Maintenance Schedule and Specifications
Department of Safety, Division of Fire Standards and Training and EMS
 98 Smokey Bear Blvd, Concord, NH 03301
 Contact: Heather Clough 603-223-4229 heather.clough@dos.nh.gov
Nightly Maintenance / 5 Days: Monday through Friday (After 4 PM)

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and delete locations to the contract price.

	Section A Daily Rate		SECTION C Emergency Cleaning
	March 2020 - June 2021	July 2021 - June 2022	Emergency Rate Per Hour
Agency – DOS Division of Fire Standards and Training			
This location requires five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)			
Service at location begins 3/21/2020	\$120.00	\$120.00	\$20.00

Fire Academy Aircraft Training Building

Maintenance Schedule and Specifications

Department of Safety, Division of Fire Standards and Training and EMS

98 Smokey Bear Blvd, Concord, NH 03301

Contact: Heather Clough 603-223-4229 heather.clough@dos.nh.gov

Bi-weekly and on an as needed basis based on training schedule

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and delete locations to the contract price.

Bid 2216-20
Attachment B
Offer Section

	Section A		SECTION C
	Daily Rate		Emergency Cleaning
	March 2020 - June 2021	July 2021 - June 2022	Emergency Rate Per Hour
Agency – DOS Division of Fire Standards and Training			
Bi-weekly and on an as needed basis based on training schedule			
Service at location begins 3/21/2020	\$29.00	\$29.00	\$20.00

**Fire Academy Dormitory Building
COMMON AREAS**

Bid 2216-20
Attachment C
Offer Section

Maintenance Schedule and Specifications
Department of Safety, Division of Fire Standards and Training and EMS
 98 Smokey Bear Blvd, Concord, NH 03301
 Contact: Heather Clough 603-223-4229 heather.clough@dos.nh.gov
Nightly Maintenance / 5 Days: Monday through Friday (After 4 PM)

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and delete locations to the contract price.

	Section A Daily Rate		SECTION C Emergency Cleaning
	March 2020 - June 2021	July 2021 - June 2022	Emergency Rate Per Hour
Agency – DOS Division of Fire Standards and Training Nightly Maintenance / 5 Days: Monday through Friday (After 4 PM)			
Service at location begins 3/21/20120	\$49.00	\$49.00	\$25.00

**Fire Academy Dormitory Building
INDIVIDUAL ROOMS**

Maintenance Schedule and Specifications
Department of Safety, Division of Fire Standards and Training and EMS
 98 Smokey Bear Blvd, Concord, NH 03301
 Contact: Heather Clough 603-223-4229 heather.clough@dos.nh.gov
**Rooms to be cleaned on an as needed basis
 Except for Quarterly maintenance**

The award shall be made to the responsible Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and delete locations to the contract price.

Bid 2216-20
Attachment D
Offer Section

	Section A Daily Rate		SECTION C Emergency Cleaning
	March 2020 - June 2021	July 2021 - June 2022	Emergency Rate Per Hour
Agency – DOS Division of Fire Standards and Training Rooms to be cleaned on an as needed basis Except for Quarterly maintenance			
Service at location begins 3/21/2020	\$18.00	\$18.00	\$25

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on June 1, 2019, shall remain in full force and effect.

PRO CITY FACILITIES SERVICES, INC.
XXXXXXXXXXXXXXXXXX

STATE OF NEW HAMPSHIRE

By: [Signature]
CHRISTIAN V. AUGUSTO
(Print Name)

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: PRESIDENT

Title: Commissioner,
Department of Administrative Services

Date: 03/19/2020

Date: 3/26/2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 19 day of MARCH, 2020
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

CHRISTIAN V AUGUSTO

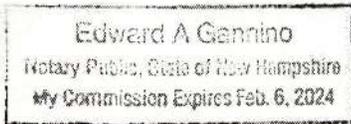
And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:

(Date)



STATE OF NEW HAMPSHIRE
Bureau of Purchase and Property
RFQ 225-20
3/6/2020
Janitorial Services
NH Fire Academy

	GFS	Pro City
Administration Building	\$71,785.00	\$62,420.00
Aircraft Training Building	\$5,329.00	\$6,052.00
Dormitory Building Common Areas	\$28,560.00	\$25,505.00
Dormitory Building Individual Rooms	\$6,115.00	\$9,025.00
TOTAL	\$111,789.00	\$103,002.00



PRO CITY
FACILITIES SERVICES INC,
JANITORIAL SERVICES & SOLUTION FOR YOUR FACILITY

I, Cristian V Augusto the undersigned President of Pro City Facilities Services Inc.
A New Hampshire Incorporated business and Paula L Augusto, Vice President of the same company, certify
that we are authorized do bind the company pursuant to provision in corporation operating.

Agreement: We understand that the State of New Hampshire will rely on the certification as evidence that
we have full authority to bind the company.

In witness whereof, we have set hands as the President and Vice President of Pro City Facilities Services
Inc.

March 19, 2020

President
Christian V Augusto

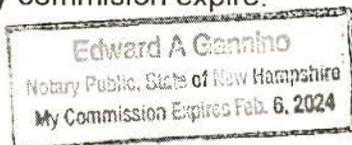
Vice President
Paula L Augusto

State of New Hampshire, County of Merrimack

On March 19, 2020 before me, Edward A Gennino the undersigned officer personally appeared the
person identified in the foregoing certificate known to me (or satisfactory proven) to be the owner of the
business in the foregoing certificate and acknowledged that she/he executed the foregoing certificate

Notary/Justice of the Peace

My commision expire:



Business Information

Business Details

Business Name:	PRO CITY FACILITIES SERVICES INC	Business ID:	668477
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	03/20/2012	Name in State	of Not Available
Date of Formation in Jurisdiction:	03/20/2012	Incorporation:	
Principal Office Address:	250 Commercial St. suite 3011A, Manchester, NH, 03101, USA	Mailing Address:	250 Commercial St. suite 3011A, Manchester, NH, 03101, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire	Last Annual Report Year:	2020
Duration:	Perpetual	Next Report Year:	2021
Business Email:	info@procityfacilitieservices.com	Phone #:	603-854-0641
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
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No records to view.

[\(/online/Home/\)](#)  Back to Home [\(/online\)](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/17/2020

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

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

PRODUCER Eames Insurance Services LLC 78 Airport Rd Concord NH 03301	CONTACT NAME: Taylor D. Eames	
	PHONE (A/C No, Ext): 603-225-7653 FAX (A/C No):	
INSURED PRO CITY FACILITIES SERVICES INC 100 WILLOW STREET SUITE 9 MANCHESTER NH 03102	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ohio Security (Liberty Mutual)	
	INSURER B:	
	INSURER C:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BKS58419253	12/11/2019	12/11/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAVAGE TO RENTED PREVISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					VED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COM/OP AGG \$ 3,000,000
						\$
A	AUTOMOBILE LIABILITY		BAS58419253	12/11/2019	12/11/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR	USO58419253	12/11/2019	12/11/2020	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$ 10,000				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		XWS58419253	12/11/2019	12/11/2020	WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OT-HER
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER CANCELLATION

State of New Hampshire Administrative Services Department 25 Capitol St # 120, 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

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

DATE: September 3, 2019

CONTRACT #: 8002335

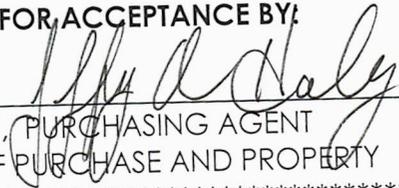
NIGP CODE: 910*

CONTRACT FOR: Janitorial Services

CONTRACTOR: Pro City Facilities

VENDOR CODE #: 226114

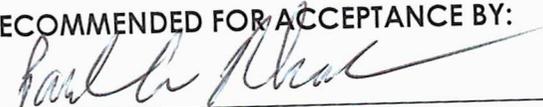
SUBMITTED FOR ACCEPTANCE BY:



JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 9/3/19

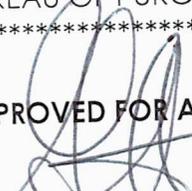
RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 9/3/19

APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 9/3/19

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



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

DATE 9/3/19

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN PRO CITY FACILITIES SERVICES, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR JANITORIAL SERVICES
CONTRACT # 8002335**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 28 day of August, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services, Inc. (hereinafter referred to as "the Contractor") for Janitorial Services.

WHEREAS, pursuant to an agreement effective June 1, 2019 set to expire June 30, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain janitorial 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:

Add to Exhibit B:

1. PER OCCURRENCE SERVICES

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

2. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on July 1, 2018, shall remain in full force and effect.

PRO CITY FACILITIES SERVICES, INC

By: [Signature]
CHRISTIAN V. AUGUSTO
(Print Name)

Title: PRESIDENT

Date: 08/28/19

STATE OF NEW HAMPSHIRE

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 9-3-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 28th day of August, 2019,

There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Christian Augusto

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

[Signature]
(Notary Public/Justice of the Peace)



My commission expires:

August 28th, 2019
(Date)

**SECOND AMENDMENT TO THE CONTRACT
 BETWEEN PRO CITY FACILITIES SERVICES, INC.
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR JANITORIAL CLEANING SERVICES AT THE MILFORD DMV
 CONTRACT # 8002335**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 28 day of August, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pro City Facilities Services, Inc. (hereinafter referred to as "the Contractor") for Janitorial Cleaning Services.

WHEREAS, pursuant to an agreement effective June 1, 2019 set to expire June 30, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Janitorial Cleaning Services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 1.8 \$765,000.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period July 1, 2014 through June 30, 2015:

Location: Department of Motor Vehicles 4 Meadow Brook Drive Milford NH, 03055	Section A Daily Rate		SECTION C Emergency Cleaning
	Sept 2019 - June 2020	July 2020 - June 2021	Emergency Rate Per Hour
Agency - DNCR This location requires five (5) cleanings per week (5 days/week x 52 = 260 cleanings per year)			
Service at location begins 9/1/2019	\$33.00	\$33.00	\$25.00 P/H

1. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on June 1, 2019 shall remain in full force and effect.

PRO CITY FACILITIES SERVICES, INC

By: [Signature]
CHRISTIAN V. AUGUSTO
(Print Name)

Title: PRESIDENT

Date: 08/28/19

STATE OF NEW HAMPSHIRE

By: [Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 9-3-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 28th day of August, 2019,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Christian Augusto

And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:
August 28th, 2019
(Date)





PRO CITY FACILITIES SERVICES INC.

JANITORIAL SERVICES & SOLUTION FOR YOUR FACILITY

I, Cristian V Augusto the undersigned President of Pro City Facilities Services Inc.
A New Hampshire Incorporated business and Paula L Augusto, Vice President of the same company, certify
that we are authorized do bind the company pursuant to provision in corporation operating.

Agreement: We understand that the State of New Hampshire will rely on the certification as evidence that
we have full authority to bind the company.

In witness whereof, we have set hands as the President and Vice President of Pro City Facilities Services
Inc.

August, 28, 2019

President
Christian V Augusto

Vice President
Paula L Augusto

State of New Hampshire, County of Merrimack

On August 22, 2019 before me ~~Christopher Montenegro Marchand~~ the undersigned officer personally appeared the
person identified in the foregoing certificate known to me (or satisfactory proven) to be the owner of the
business in the foregoing certificate and acknowledged that she/he executed the foregoing certificate

Notary/Justice of the Peace
Christopher Montenegro Marchand

My commision expire: 08/22/2023



Business Information

Business Details

Business Name:	PRO CITY FACILITIES SERVICES INC	Business ID:	668477
Business Type:	Domestic Profit Corporation	Business Status:	Good Standing
Business Creation Date:	03/20/2012	Name in State	of Not Available
Date of Formation in Jurisdiction:	03/20/2012	Incorporation:	
Principal Office Address:	100 Willow Street Suite 9, Manchester, NH, 03103, USA	Mailing Address:	NONE
Citizenship / State of Incorporation:	Domestic/New Hampshire	Last Annual Report Year:	2019
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	info@procityfacilitieservices.com	Phone #:	603-854-0641
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
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No records to view.

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

DATE: June 19, 2018

CONTRACT #: 8002335

NIGP CODE: 910*

CONTRACT FOR: Janitorial Services

CONTRACTOR: Pro City Facilities

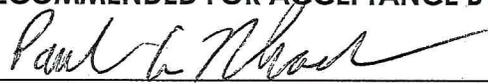
VENDOR CODE #: 226114

SUBMITTED FOR ACCEPTANCE BY:


JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

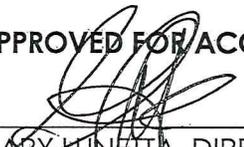
DATE 6/19/18

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 6/20/18

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 6/20/18

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


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6/21/18

Subject: Janitorial Services

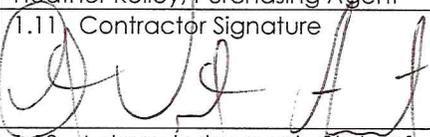
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 State House Annex, Room 101 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Pro City Facilities Services, Inc.		1.4 Contractor Address 100 Willow Street, Suite #9 Manchester, NH 03103	
1.5 Contractor Phone Number (603) 518-5869	1.6 Account Number Multiple	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$750,000.00
1.9 Contracting Officer for State Agency Heather Kelley, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-3147	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CHRISTIAN V. AUGUSTO PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>6/12/2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;"> [Seal] </div> <div style="text-align: center;">  JUSTIN M. SHORE Notary Public, State of New Hampshire My Commission Expires Mar. 25, 2020 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Justin M. Shore, Notary Public, State of New Hampshire			
1.14 State Agency Signature  Date: <u>6/21/18</u>		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

9.2 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.

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

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

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Pro City Facilities Services, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Janitorial Services in accordance with the bid submission in response to State Request for Bid #2087-18 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2087-18

3. TERM OF CONTRACT

This contract shall commence on July 1, 2018 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on June 31, 2021, a period of approximately three (3) years.

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

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

4. SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

The Contractor shall provide all cleaning and/or floor products and materials necessary for the work staff to perform their respective duties and shall submit a list of items to be provided. The Contractor is

required to use EcoLogo or Green Seal cleaning bio-degradable materials. The State will provided paper products, hand soap, and can liners.

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

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

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

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

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

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

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

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

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

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

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

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

Definitions of Work and Work Standards

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stripping a Resilient Tile Floor:

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

Building a Shine on a VCT Resilient Tile Floor:

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

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

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

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

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

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

Rubber Tile/Rolled Rubber Floors –

For lightly soiled surfaces:

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

3. Mop the floor. A regular string mop or a micro fiber flat mop with a mild solution of a neutral pH (7-9) cleaner can be used. Taski profi cleaner or equivalent is an excellent choice for rubber but any neutral clean will work.
4. Damp mop (ONLY do not flood) the surface until you have removed all visible dirt, sand, and grim.

For heavily soiled surfaces:

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

All services performed under this Contract(s) shall be performed between the hours specified for each location unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

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

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

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

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

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

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

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

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2087-18, as described herein, and under the terms of this Contract.

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

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

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

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

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

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Janitorial Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$750,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

NHES – Salem	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate	\$36.00	\$37.50	\$38.00
Floor Refinishing	\$250.00	\$250.00	\$250.00
Steam Cleaning of Chairs	\$400.00	\$400.00	\$400.00
Emergency Rate	\$36.00	\$36.00	\$36.00

NHES – Portsmouth	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate	\$38.00	\$39.00	\$40.00
Floor Refinishing	\$250.00	\$250.00	\$250.00
Steam Cleaning of Chairs	\$400.00	\$400.00	\$400.00
Emergency Rate	\$36.00	\$36.00	\$36.00

DOS – Division of Fire Standards Service at location begins 10/1/2019	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate		\$61.00	\$62.00
Floor Refinishing		\$200.00	\$200.00
Emergency Rate		\$60.00	\$60.00

DOS - State Police Troop A	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate	\$25.00	\$26.00	\$27.00
Floor Refinishing	\$250.00	\$250.00	\$250.00
Emergency Rate	\$25.00	\$25.00	\$25.00

Liquor Commission Enforcement and Marketing Office Area	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate	\$36.00	\$36.50	\$37.00
Floor Refinishing	\$250.00	\$250.00	\$250.00
Emergency Rate	\$36.00	\$36.00	\$36.00

Liquor Commission State Liquor Commission – Administrative Office	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate	\$36.00	\$36.50	\$37.00
Floor Refinishing	\$400.00	\$400.00	\$400.00
Emergency Rate	\$36.00	\$36.00	\$36.00

Liquor Commission Warehouse	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate	\$29.00	\$29.00	\$30.00
Floor Refinishing	\$100.00	\$100.00	\$100.00
Emergency Rate	\$30.00	\$30.00	\$30.00

DMV Milford Temporary Location – Services are through Appx. 2/2019	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate	\$32.00		
Floor Refinishing	\$100.00		
Emergency Rate	\$32.00		

General Services – Administrative Services Historical Society	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate	\$28.00	\$28.50	\$29.00
Floor Refinishing	\$500.00	\$500.00	\$500.00
Emergency Rate	\$30.00	\$30.00	\$30.00

Department of Transportation District 3	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate	\$36.00	\$36.00	\$38.00
Floor Refinishing	\$250.00	\$250.00	\$250.00
Emergency Rate	\$38.00	\$38.00	\$38.00

Department of Education Vocational Rehabilitation - Manchester	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate		\$36.50	\$36.99
Floor Refinishing		\$200.00	\$200.00
Emergency Rate		\$37.00	\$37.00

Department of Education Vocational Rehabilitation – Keene	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate		\$32.75	\$32.89
Floor Refinishing		\$200.00	\$200.00
Emergency Rate		\$33.00	\$33.00

DMV Epping	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate	\$25.99	\$26.99	\$27.99
Floor Refinishing	\$300.00	\$300.00	\$300.00
Carpet Cleaning	\$300.00	\$300.00	\$300.00
Upholstery Cleaning	\$150.00	\$150.00	\$150.00
Emergency Rate	\$30.00	\$30.00	\$30.00

General Services Health & Human Services (Hazen Drive)	Year One Cost	Year Two Cost	Year Three Cost
Daily Rate	\$650.00	\$650.00	\$700.00
Floor Refinishing	\$500.00	\$500.00	\$500.00
Emergency Rate	\$600.00	\$600.00	\$600.00

3. INVOICE

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

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

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

5. PAYMENT

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

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions of this contract.

EXHIBIT D

RFB #2087-18 is incorporated here within.

Contractor Initials CA
Date 06/17