

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: _____

Company Name: _____

Address: _____

To: Point of Contact: **KATIE DALEY**
Telephone: **(603)-271-3135**
Email: **prchweb@nh.gov**

RE: Bid Invitation Name: CONTRACT FOR THE MANCHESTER **CIRCUIT COURTHOUSE** JANITORIAL SERVICES
Bid Number: 1717-15
Bid Opening Date and Time: FEBRUARY 18, 2015 @ 2:00 PM

[Insert name of signor] _____, on behalf of _____ [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID #1717-15 for Janitorial Services for the Manchester Circuit Courthouse at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

Authorized Signor's Signature _____ Authorized Signor's Title _____

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: _____ STATE: _____ ZIP: _____

On the ____ day of _____, 2015, personally appeared before me, the above named _____, in his/her capacity as authorized representative of _____, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

(Notary Public/Justice of the Peace)

My commission expires: _____ (Date)

**REQUEST FOR BID FOR STATEWIDE JANITORIAL SERVICES FOR
THE STATE OF NEW HAMPSHIRE MANCHESTER CIRCUIT COURTHOUSE**

INSTRUCTIONS TO VENDOR:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

ELIGIBLE PARTICIPANTS:

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

SPECIFICATIONS:

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the vendor shall address all requirements for information as outlined.

VENDOR RESPONSIBILITY:

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

TERMS OF SUBMISSION:

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

Complete bids shall be filled out on original bid format. Vendors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

LIABILITY:

The State shall not be held liable for any costs incurred by the vendor in the preparation of their bid or for work performed prior to contract(s) issuance.

CERTIFICATE OF INSURANCE:

Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

CONTRACT(S) TERMS AND CONDITIONS:

The vendor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor

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

The term of the contract shall be from the date of award through June 30, 2017, a period of approximately 2 1/2 years to a maximum of 5 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the awarded Vendor and the Bureau of Purchase and Property, with the approval of the Commissioner of the Department of Administrative Services.

PUBLIC DISCLOSURE OF BID SUBMISSIONS:

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

TERMINATION:

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

VENDOR CERTIFICATIONS:

ALL Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

INVOICING:

Invoices shall be submitted after completion of work to the requesting agency. Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Katie Daley, Purchasing Agent, Bureau of Purchase and Property, at KATHLEEN.DALEY@nh.gov, or Telephone number: 603-271-3135. All requests shall be submitted five business days prior to bid opening date.

Vendor shall include complete contact information including the vendor's name, telephone number and fax number and e-mail address.

BID DUE DATE:

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

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

VENDOR(S) OPPORTUNITY:

Vendor(s) may also make site visits to any location they chose to bid on if applicable. Vendor(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites knowledge of conditions affecting delivery performance. The act of submitting a bid is to be considered in full acknowledgment that the Vendor(s) is familiar with the conditions and requirements of these specifications.

VENDOR'S RESPONSIBILITY:

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (the unit price is the price for the unit of purchase required by this bid invitation (i.e. each, case, box, etc.) and all other required information on your offer. The extension is the unit price multiplied by the quantity required by this bid invitation. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://admin.state.nh.us/purchasing/index2.asp>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is update several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

INSTRUCTIONS TO VENDOR(S):

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section
- Complete all other required information on your officer
- Complete the "Vendor(s) Contact Information" section
- Complete the company information on the "General Conditions and Instructions" page, and sign the bid in the space provided on that page.

IF AWARDED A CONTRACT, The Vendor must complete the following sections of the attached agreement State of New Hampshire Form #P-37;

- Section 1.3 Contractor(s) Name
- Section 1.4 Contractor(s) Address
- Section 1.11 Contractor(s) Signature
- Section 1.12 Name & Title of Contractor(s) Signor

Section 1.13 Acknowledgement

Section 1.13.1 Signature of Notary Public or Justice of the Peace

Section 1.13.2 Name & Title of Notary or Justice of the Peace

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.

BID SUBMISSION:

This bid may have been delivered to you in a facsimile or web based format. Vendor shall return their signed complete hard copy or complete fax copy offers to the Bureau of Purchase and Property before the date and time above in "Bid Submission".

Submission of bid in its entirety via mail, or email (prchweb@nh.gov) to:
Department of Administrative Services
NH Bureau of Purchase and Property
25 Capitol Street - Room 102
Concord NH 03301

AWARD:

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest cost in total by location. The total shall be weighted; 90% Daily Rate, 10% per occurrence cleaning (Carpet, floor refinishing, etc.)The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made it shall be, in the form of a State of New Hampshire Purchase Order (s).

Any resulting contract(s) shall become effective on the date approved by the Commissioner of Department of Administrative Services for the State of New Hampshire.

NOTIFICATION AND AWARD OF CONTRACT(S):

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening: only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

Bid results may also be viewed on our website at http://www.admin.state.nh.us/purchasing/bids_posteddt.asp

SITE VISITATION:

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

Site Walkthrough will be held;

WEDNESDAY, February 11, 2015 @ 3:00 PM

9th Circuit – District Division - Manchester
35 Amherst Street, Manchester, NH 03101
*Meet at front entrance

Contact Tammy Nelson @ (603) 271-7977 or tammy.nelson@nh.gov with questions regarding walkthrough

SCOPE OF SERVICES:

The purpose of this bid is to provide all labor, tools, transportation, equipment and permits as necessary to provide the required level of services as described herein.

All services performed under this Contract(s) shall be performed as stated in the scope of services unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the

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

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

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

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

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

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

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

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

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

OBLIGATIONS and LIABILITY OF THE VENDOR:

The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Vendor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

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

PERFORMING SERVICES:

The Vendor will perform all services according to the requirements and specifications of this bid.

SCOPE OF WORK

The term "Contractor" shall refer to the individual or entity contractually engaged by the State of New Hampshire ("State") to perform the services described herein. In addition, the following definitions shall apply to this Contract:

- | | |
|----------------------------|---|
| a) Facility Contact Person | The State shall assign a Facility Contact Person (an employee of the State) for each building which is the subject of cleaning services for the Contract; this person shall act as the state's communicative liaison with the Contractor, as described herein. |
| b) Contracting Officer | An employee of the State, Administrative Services |
| c) Contract Supervisor | An employee of the Contractor |
| d) Complex Supervisor | An employee of the Contractor |
| e) All floors | Refers to all office space, rooms, areas, closets, elevator cabs, stairs, entrance lobbies, corridors, storage space and basements as defined herein |
| f) Furniture | Shall include furniture of all types including, but not limited to desks, chairs, lamps, electrical cords, telephones (both public and |
| g) Walls | Shall include doors, moldings, door hardware, window sills, as well as walls |
| h) janitorial services | Shall include providing all supervision, cleaning supplies, equipment, labor, tools and transportation necessary for the successful completion of the work under the terms and conditions contained herein, Definitions of Work and Work Standards, Maintenance Frequency Schedules |
| i) Work Staff | Employees of the Contractor assigned by the Contractor to perform the services herein |

The State shall have the right to terminate the Contract at any time by giving thirty (30) days' written notice.

All services performed under the Contract shall be performed as described in "Maintenance Frequency Schedule". The Contractor may schedule work during other work times provided that they obtain prior approval of the Facility Contact Person (s).

A list of state holidays is available at <http://admin.state.nh.us/hr/index.html>

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 (s).

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. He/she shall solve technical problems and prepare work schedules in compliance with Contract requirements. He/she 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/or 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 the work will be performed |
| Quarterly requirements | -The week and the month that the work will be performed |
| Semi-annual requirements | -The week and the month that the work will be performed |

The State reserves the right to review this schedule upon written request.

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; his/her 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 a two (2) 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(s).

The Contractor shall instruct Work Staff not to disturb any papers or personal property on desks, tables or cabinets. The use of State phones or equipment is strictly prohibited. No smoking 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 / floor products and materials necessary for the Work Staff to perform their respective duties, and shall submit a list of items to be provided. Contractor is required to use EcoLogo or Green Seal cleaning Bio-degradable materials. The state will provide 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 activate and deactivate security systems as outlined herein. 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 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 of locks or rekeying is performed by the State, the total cost of

rekeying or the replacements of the lock or locks 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 the 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 "Maintenance Frequency Schedule" shall be subject to payment deduction for nonperformance.

Carpet cleaning shall be provided at the request of the Facility Contact Person as detailed herein. Carpet cleaning shall include Chairs, Wall panels, and carpet static treatment.

Floor Refinishing shall be provided at the request of the Facility Contact Person as detailed herein.

Scheduled days per week:

MANCHESTER CIRCUIT COURTHOUSE 5

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 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 has 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 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 "Facility Maintenance Sheet" for that facility.

Cleaning (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 a 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 (Windows, Glass Entrances, Glass or Plexiglas Cases, mirrors, Misc. Glass) shall be accomplished using a cleaning agent formulated for the object being cleaned and shall include adjacent surfaces. Scouring powder shall not be used. Doors and windows shall be washed on both sides. (There is a separate contract for outside window cleaning)

A window or glass surface is considered clean when the surface is entirely free of streaks, film, deposits, stains and has a uniformly bright appearance and adjacent surfaces have been wiped clean with a damp cloth.

Cleaning (MATS) shall be accomplished with 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: Dust all low level ledges, furniture and fittings to a height of 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 6 feet from the floor.

High Level: Dust all high level areas including furniture, ledges, ceilings, walls and structural components above six 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 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 on 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 cork, [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. Damp mop regularly.

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 with a 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 manufacturers' 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

Lightly Soiled Surfaces:

Begin by removing all surface debris, grit, sand and soil with a broom. Next vacuum the entire rubber floor with high CFM vacuum to assure of the finer dirt and grit is removed.

Note: Never use mineral spirits, paint thinners or strippers or any petroleum based product to clean the surface.

Now it is time to mop your floor. You can use a regular string mop or a micro fiber flat mop with a mild solution of a neutral pH (7-9) cleaner.

"Taski profi cleaner" or equivalent is an excellent choice for rubber but any neutral cleaner will work. Damp mop (ONLY do not flood) the surface until you have removed all visible dirt, sand and grim.

Heavily Soiled Surfaces.

For heavily soiled Surfaces, 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 you may want to hand mop some of the worst areas before you begin.

This is now where you will have decide if the floor is able to be cleaned using the hand mop area or if it will require using a power buffer or auto scrubber.

When using a buffer or auto scrubber, use only a mild pad or a soft nylon brush. If you are using a buffer, wet the area and buff only a workable area that can be completely buffed and vacuumed in 15 minutes.

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

After you have thoroughly buffed an area, pick up the solution with a wet / dry vacuum and repeat if necessary. For extremely heavy soils or for restorative cleaning you may need to repeat the process with a more aggressive black pad in order to remove the dirt.

Once the surface is satisfactorily cleaned, you will need to rinse the surface with clean water. This can either be done with a hand mop or an auto scrubber.

Regular Maintenance:

To keep your floors looking great remember that just like any other flooring, the more you sweep, vacuum and mop it the longer it will keep looking good.

For daily cleaning, sweep or vacuum to remove all dirt and sand. If the floor is not heavily used you will only have to mop periodically and it will not be necessary to mop every day. The key is to keep as much dirt and grime of the floor and to clean up any spills quickly.

WARRANTY REQUIREMENTS:

The successful Vendor(s) shall be required to warranty all of the equipment awarded for a period of not less than the manufacturer's United States warranty standard period of time or standard number of years indicated by manufacturer, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

OBLIGATIONS and LIABILITY OF THE VENDOR:

The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Vendor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or

character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

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

Maintenance Frequency Schedule
MANCHESTER CIRCUIT COURTHOUSE

35 Amherst Street, Manchester, NH 03101

Nightly Maintenance / 5 Days: Monday through Friday (Nightly start time: 4:30 pm)

Clean Mats	x	All entrances
Damp Mopping (with cleaner/disinfecting solution)	x	All Floors in wintertime or during inclement weather; not to exceed every other day in good weather
Glass/Mirror Cleaning	x	All mirrors, glass partitions/doors and Entrance/View window doors
Restrooms/Lavatory	x	All, clean and sanitize toilet bowls and urinals, sanitize washbasin and polish fixtures, clean and sanitize counter tops, clean mirrors, empty and sanitize receptacles, sweep floors and wet mop with a germicidal disinfectant, spot clean walls, partitions, doors, light switches and cabinets, restock toilet paper, paper towels and hand soap dispensers
Kitchen/Lounge Cleaning	x	All Floors
Drinking Fountains	x	All Floors
Receptacle Emptying	x	All Floors, Clean/replace liner
Spot Clean Carpeting	x	All Floors
Spot Clean Floors	x	All Floors
Spot Clean Furniture	x	All Floors
Spot Clean Kitchens	x	All counters, sinks, tiled walls and interior of waste cans
Spot Clean Walls, Doors & Light Switches	x	All Floors
Sweeping	x	All Floors
Vacuum Carpets	x	All Floors in high traffic areas – Foyers, courtrooms, clerks' office; All Other Floors daily as needed (but not to exceed once per week)

As Required

Metal Polishing	x	All light fixtures, interior & exterior door hardware, interior handrails, kick plates & drinking Fountains (brass, stainless & aluminum)
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Every Other Day or Night Maintenance

Low Dust	x	All ledges, furniture, pictures and window sills (No staff desks)
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Weekly Maintenance

All Restrooms	x	Scrub, Clean, Disinfect; grout, all partitions, counters, tile walls/floors, waste can interiors, sanitary disposal containers, wash partition walls, dust baseboards and air vents
High Dust	x	All Floors
Vacuum Upholstered Chairs	x	All Floors

As required with written Agency approval

Carpet	x	All Floors
Floor Stripping / Refinishing (per occurrence)	x	All Floors
Window washing (Inside only)	x	All Floors

Special / Additional Information:

- **Approximate SQ FT = 50,688 for 50+/- employees; 75% Rug/Carpet; 25% tile/linoleum**
- **Bathrooms 25; 12 public restrooms, 13 staff restrooms** (includes the holding cell area restrooms)
- Criminal / Background check & Agency Confidentiality forms are required
- Parking: Contractor shall park in the State's parking lot, adjacent to the building. The lot needs to be locked nightly via chain link upon completion
- Alarm system to be activated/deactivated
- All lights to be turned off nightly upon completion
- Dumpster to be locked nightly upon completion
- Emergency daytime cleaning of restrooms and/or public area on a per event basis as requested
- Contractor shall empty external (employee entrance) cigarette receptacle nightly (stainless steel mounted to building)
- Contractor shall empty external free standing cigarette receptacle and garbage barrel daily and bring in at night (place in front foyer)
- Contractor shall collect and remove trash; place in outside dumpster
- Contractor shall collect recycling (blue tubs) and bag separately; place in outside dumpster
- Contractor shall supply all consumables except for trash can liners and paper products (paper towels, toilet paper, etc.)
- Contractor not responsible for cleaning storage and/or mechanical/electrical equipment rooms

Exclusions:

- Bid EXCLUDES basement area
- Bid EXCLUDES the garages

Exceptions to the Nightly Maintenance Frequency Schedule:

The areas below are infrequently utilized and therefore may not require the nightly maintenance as outlined in the schedule.

The Contractor shall monitor the areas on a nightly basis and maintain/clean as necessary with a "not to exceed" frequency maintenance schedule as stated below.

FLOOR TWO

- Lounge w/sink (counter tops, sink, tables, floors) (as needed, not to exceed weekly)
- Clerk's area (as needed, not to exceed one week)
- Offices (3) / (as needed, not to exceed one week)

FLOOR THREE

- Law Library (only as needed, not to exceed 1x month)
- Room 314 w/ (1) restroom (as needed, not to exceed weekly)
- Room 316A & 316B w/ (3) restrooms (as needed, not to exceed weekly)

EXHIBIT B – Vendor must submit pricing on all items listed.

INVOICES ARE TO BE SUBMITTED MONTHLY

NIGHTLY MAINTENANCE - 5 DAYS PER WEEK – MONDAY THROUGH FRIDAY BEGINNING AT 4:30 PM

Note: FY15 will be from TBD, 2015 to JUNE 30, 2015
FY16 will be from JULY 1, 2015 to JUNE 30, 2016
FY17 will be from JULY 1, 2016 to JUNE 30, 2017
FY18 will be from JULY 1, 2017 to **MARCH 31, 2018

** This date is subject to change based on the start date of contract.

DAILY RATE \$

FY15 \$ _____ x 175 days = \$ _____
(est. # of days for award purposes only)

FY16 \$ _____ x 252 days = \$ _____

FY17 \$ _____ x 252 days = \$ _____

FY18 \$ _____ x 175 days = \$ _____
(est. # of days for award purposes only)

CARPET CLEANING AND FLOOR REFINISHING

CARPET CLEANING AND FLOOR REFINISHING, SHALL BE PROVIDED UPON REQUEST OF THE FACILITY CONTACT PERSON. ALL WORK MUST BE PREAPPROVED BY THE FACILITY CONTACT, OR THEIR DESIGNEE, IN WRITING.

CARPET - Per occurrence

FY16 \$ _____ FY17 \$ _____ FY18 \$ _____

FLOOR STRIPPING/REFINISHING - Per occurrence

FY16 \$ _____ FY17 \$ _____ FY18 \$ _____

WINDOW WASHING (Inside Only) - Per occurrence

FY16 \$ _____ FY17 \$ _____ FY18 \$ _____

Subject: _____

1.0 AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone #	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contract(s)ing Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor Signatory	
1.13 Acknowledgement: State of _____, County of _____			
On _____, 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			
[Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>)			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution)			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council			
By: _____		On: _____	

2. EMPLOYMENT OF VENDOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Vendor identified in block 1.3 ("Vendor") to perform, and the Vendor 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 to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

5.1 The contract(s) 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(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subvendor 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 Contract(s)ing 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 Contract(s)ing 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 Vendor 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 Vendor 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 Vendor notice of termination;

8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor 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 Vendor shall deliver to the Contract(s)ing 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(s) 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. VENDOR'S RELATION TO THE STATE. In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S). The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

13. INDEMNIFICATION. The Vendor 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 Vendor. 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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing 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 fifteen (15) 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 endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, 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 Vendor.

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.

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.



New Hampshire Department of Safety
DIVISION OF STATE POLICE
Central Repository for Criminal Records
33 Hazen Drive, Concord, NH 03305

CRIMINAL RECORD RELEASE AUTHORIZATION FORM

SECTION I

PLEASE TYPE OR PRINT CLEARLY, ALL INFORMATION IN THIS SECTION **MUST BE COMPLETED**

NAME _____
LAST (MAIDEN/ALIAS) FIRST MI

ADDRESS _____
STREET CITY STATE ZIP CODE

DATE OF BIRTH _____ HAIR COLOR _____ EYE COLOR _____ SEX _____

DRIVER LICENSE NUMBER _____ STATE _____

PURPOSE FOR RECORD: Housing Employment Annulment/Expungement Other _____

My below signature certifies I am the individual listed above and that the information provided is true.

YOUR SIGNATURE: _____ DATE _____
Signed under penalty of unsworn falsification pursuant to NH RSA 641:3

SECTION II

IF RECORD IS TO BE MAILED TO YOU, OR RECEIVED BY SOMEONE OTHER THAN YOURSELF,

ALL OF SECTION II MUST BE COMPLETED

I hereby authorize the release of my criminal record conviction(s), if any, to the following individual:

NAME OF PERSON / FIRM TO RECEIVE RECORD _____

ADDRESS _____
STREET CITY STATE ZIP CODE

YOUR SIGNATURE _____ DATE _____

NOTARY'S SIGNATURE _____ DATE _____
(Affix Seal) (Comm. Exp.)

SIGNATURE OF PERSON / FIRM TO RECEIVE RECORD DATE _____

NOTE: A \$25.00 fee is required for each request- make checks payable to: State of NH – Criminal Records.