

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: Janitorial Services – Dept of Corrections – Concord Health Services Center
Bid Number: **BID 1818-16**
Bid Posted Date: 10/5/15
Bid Opening Date and Time: **October 27, 2015 @ 2:00 PM (EST)**

[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 # 1818-16 for Janitorial Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid 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;
 - 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 JANITORIAL SERVICES FOR
DEPT OF CORRECTIONS – CONCORD HEALTH SERVICES CENTER**

PURPOSE:

The purpose of this bid invitation is to establish a contract(s) for Janitorial Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:

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

BID SUBMITTAL:

All bids must be submitted on this form (or an exact copy), must be typed or clearly printed in ink, and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to PRCHWEB@NH.GOV**. All bids must be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT FOR ASSISTANCE OR TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

TIMELINE:

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

10/5/2015	Bid Solicitation distributed on or by
10/20/2015	Last day for questions, clarifications, and/or requested changes to bid
10/27/2015	2:00 (EST) PM Bid Opening

CONTRACT TERM:

The term of the contract shall be from November 1, 2015 or the date of award, whichever is later, through June 30, 2016 a period of approximately eight (8) months. The contract may be extended for an additional eight (8) months thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including all extensions) shall not exceed sixteen (16) months.

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.

TERMS OF SUBMISSION:

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

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

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

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

LIABILITY:

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

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 at any time by giving the successful 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 prior to the issuance of a contract. Vendors shall comply with the certifications below throughout the term of any contract which results from this bid. Failure to comply shall be grounds for the termination of any contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to any award, Vendor **MUST** have a completed Vendor Application and Alternate W-9 Form 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, 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 requested by the using agency, the Contractor and their 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 returned to the individual using agency prior to the start of any work.

CERTIFICATE OF INSURANCE:

Prior to being awarded a contract the Vendor 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 \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State.

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 to the State's satisfaction.

BID INQUIRIES:

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted in writing to Katie Daley, Purchasing Agent, Bureau of Purchase and Property, at kathleen.daley@nh.gov. All requests, questions, and clarifications shall be submitted no later than October 20th, 2015.

The Vendor shall include complete contact information including the Vendor's name, telephone number, 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 the 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 sixty (60) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

ADDENDA:

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

VENDOR RESPONSIBILITY:

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

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://das.nh.gov/Purchasing/vendorresources.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 updated 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 is 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.

In preparation of your bid response, you shall:

- Complete the pricing information in the "Offer" section; and
- Complete all other required information on your offer; and

- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign the bid in the space provided on that page. The Transmittal Letter page must be notarized to be an official submission.

IF AWARDED A CONTRACT:

The Contractor must complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor 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 certificate of workers' compensation.
- 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 PRICES:

Bid prices must be in US dollars and must include delivery and all other costs required by this bid invitation. Special charges, surcharges, processing charges, delivery charges, or fuel charges of any kind (by whatever name) may not be added on at any time (to include writing them separately in the RFB "Offer" section). Any and all charges **must be built into your bid price** at the time of the bid.

PAYMENT:

Payments shall be made via ACH. Use the following link to enroll with the State Treasury:

<http://www.nh.gov/treasury/Divisions/DocsForms/Tforms.htm?inc=P>

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. 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 Contract(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://das.nh.gov/purchasing>.

VENDOR(S) OPPORTUNITY:

Vendor(s) may also make site visits to any location they choose to bid on if requested. There will be two (2) opportunities for site visitations prior to the bid invitation closing. Call **Bernie Campbell at (603)271-1186** to make an appointment to view the site of the intended service during one of these opportunities. Vendor(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites, and 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. **Vendors must request a walk-through no later than Tuesday, October 13th, 2015.**

Due to the nature of this location, additional security measures are necessary. All people attending a walk-through must provide Bernie Campbell with the following;

- A. Name of individual
- B. Date of birth
- C. Name of state that they have a valid driver's license or valid non-drivers ID issued by.

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.

SCOPE OF WORK

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).

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

Prior to placing an individual in a State Facility, the Contractor shall provide a completed (processed) Criminal Records Release Form <https://www.nh.gov/safety/divisions/nhsp/ssb/crimrecords/documents/dssp256.pdf> to the Facility Contact. All Criminal Records Release Forms shall be no more than 1 year old. **Only approved (by facility) individuals 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. 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 work will be performed
Quarterly Requirements	The week and the month that work will be performed
Semi Annual Requirements	The week and the month that 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 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(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.

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.

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. Windows shall be washed on the inside. Doors shall be washed on both sides.

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.

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.

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 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 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 it may be necessary to hand mop some of the worst areas before beginning.

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 15 minutes.

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

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.

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

Maintenance Schedule & Specifications
NHDOC-CONCORD HEALTH SERVICES CENTER

281 North State Street

Bernie Campbell, RPT II-603-271-1186 bernadette.campbell@doc.nh.gov (Primary Contact)

Cindy Chapman, RNC-603-6064 cynthia.chapman@doc.nh.gov (Secondary Contact)

Nightly Maintenance 2 Nights per Week (Mon and Thurs) 9:00 P.M to Completion

Nightly Maintenance	
Damp Mopping (with cleaner/disinfecting solution)	Waiting room, Dental, Dental Lab, PT, X-ray room & lab, Outpatient Nursing, Nurse Coordinator Office, Treatment Room, Medical Records, Provider Office spaces, Handicap and Staff Bathrooms, Inpatient Nursing, Kitchen
Glass / Mirror Cleaning, Window glass	All mirrors, glass partitions / doors and entrance / view window doors from Waiting Room to Inpatient Nursing, window glass in Dental and Kitchen
clean and sanitize toilet bowls and urinals, sanitize washbasin and polish fixtures, restock toilet paper, paper towels and hand soap dispensers, kitchen clean and sanitize countertops, sink, outside refrigerator surface and ice-maker	Handicap and Staff restrooms
Receptacle Emptying - Internal & External, clean and replace liner	Dental, Dental Lab, PT, X-ray room & lab, Outpatient Nursing, Nurse Coordinator Office, Treatment Room, Medical Records, Provider Office spaces, Handicap and Staff Bathrooms, Inpatient Nursing, Kitchen
High Dust-Vacuum air vents	Waiting room, Dental, Dental Lab, PT, X-ray room & lab, Outpatient Nursing, Nurse Coordinator Office, Treatment Room, Medical Records, Provider Office spaces, Handicap and Staff Bathrooms, Inpatient Nursing, Kitchen
Vacuum Upholstered Chairs	Dental, Dental Lab, PT, , Outpatient Nursing, Nurse Coordinator Office, Medical Records, Provider Office spaces, Inpatient Nursing,
Spot Clean Walls, Wall Panels & Partitions, Doors, Light Switches	Waiting room, Dental, Dental Lab, PT, X-ray room & lab, Outpatient Nursing, Nurse Coordinator Office, Treatment Room, Medical Records, Provider Office spaces, Handicap and Staff Bathrooms, Inpatient Nursing, Kitchen
Sanitize all door knobs, door plates and handrails	Waiting room, Dental, Dental Lab, PT, X-ray room & lab, Outpatient Nursing, Nurse Coordinator Office, Treatment Room, Medical Records, Provider Office spaces, Handicap and Staff Bathrooms, Inpatient Nursing, Kitchen
Sweeping	Waiting room, Dental, Dental Lab, PT, X-ray room & lab, Outpatient Nursing, Nurse Coordinator Office, Treatment Room, Medical Records, Provider Office spaces, Handicap and Staff Bathrooms, Inpatient Nursing, Kitchen
Handicap and Staff Restrooms	Scrub, clean, disinfect grout, all partitions, counters, tile, urinals, toilets, walls/floors, waste can liners, sanitary disposal containers
Disinfect/sanitize all hard surfaces to include countertops, exam tables, dental chairs, treatment room flusher	Dental Suite, Treatment Room, Provider Offices

As Required-Once a week	
Nursing Supply Room	Sweep, damp mopping (with cleaner/disinfecting solution), under direct supervision from staff
Spot Clean Furniture & Chairs	Waiting room, Dental, PT, X-ray room , Outpatient Nursing, Nurse Coordinator Office, Treatment Room, Medical Records, Provider Office spaces, Handicap and Staff Bathrooms, Inpatient Nursing, Kitchen

Special / Additional Information:

- Approximate Square footage 4,000; tile/linoleum/ceramic 100%
- Contract excludes cleaning of HSC inmate housing areas inclusive of isolation rooms, wards and the Security Office.
- Vendor will conform to NHDOC Policies and Procedures regarding Vendor provided equipment/supplies.
 1. All equipment/supplies brought into the facility will require initial inspection/inventory.
 2. Any additional Vendor supplied equipment/supplies will require inspection/inventory and addition to the initial inventory list.
- DOC will provide a secured storage space for Vendor equipment and supplies.
- Bathrooms 3 (0 open to the public)-one inmate handicap, two staff
- Criminal / Background check & Agency Confidentiality forms are required for any and all employees that will be entering the facility. The Vendor will be required to complete the Prison Rape Elimination Act (PREA) Contractor Acknowledgement Form.
- Janitors are not responsible for cleaning storage and mechanical/electrical equipment rooms
- State supplies Paper Towels, Toilet Paper, Hand Soap, hand sanitizer, trash can liners and all cleaning, sanitizing and disinfecting chemicals. Prison security requires alcohol free and MSDS chemical supply items. The Vendor will supply the janitor carts, mop heads, mop buckets, vacuum and *alcohol free, MSDS approved upholstery cleaner*.
- Vendor staff will require flexibility regarding medical emergencies and vacating Treatment Room and hallway areas if requested by Security and/or HSC staff.
- Vendor will be off campus no later than 5:00 AM
- Vendor will provide cleaning staff that are proficient in speaking English. Vendor staff will not be permitted to speak any language other than English within the secure perimeter for security purposes.
- Vendor staff will be required to follow all directives by NHDOC Security Staff and/or HSC staff for their safety and the safety and security of the facility.
- Invoices are to be submitted monthly

OBLIGATIONS AND LIABILITY OF THE VENDOR:

The Vendor shall perform 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 drawings.

The Vendor shall take all responsibility for the work under this contract; 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.

OFFER:

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

DAILY RATE

FY16 \$ _____

VENDOR CONTACT INFORMATION:

The following information is for this office to be able to contact a person knowledgeable of your bid response, and who can answer questions regarding it:

_____	_____	_____
Contact Person	Telephone Number	Toll Free Telephone Number
_____	_____	_____
Fax Number	E-mail Address	Company Website
_____	_____	
Vendor Company Name	DUNS #	

Note: To be considered, bid must be signed and notarized on front cover sheet in the space provided.

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 5/8/15)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor 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	
Date: _____			
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) (<i>if applicable</i>)			
By: _____		On: _____	
1.18 Approval by the Governor and Executive Council			
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.



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.