

Subject: Statewide Janitorial Services

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name GFS Building Maintenance, Inc.		1.4 Contractor Address 20 Blaine Street Manchester, NH 03102	
1.5 Contractor Phone Number 603-668-6612	1.6 Account Number	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$45,709.93
1.9 Contracting Officer for State Agency Katie Daley, Purchasing Agent		1.10 State Agency Telephone Number (603)271-3135	
1.11 Contractor Signature <i>Lisa Barbeau</i>		1.12 Name and Title of Contractor Signatory Lisa Barbeau President	
1.13 Acknowledgement: State of _____, County of _____ On <u>9-14-15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>Lori Koester</i>			
1.13.2 Name and Title of Notary or Justice of the Peace Lori Koester Notary (1-14-20exp)			
1.14 State Agency Signature <i>Vicki V. Quiram</i> Date: <u>9-25-15</u>		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").  
 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
 6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.  
 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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

Contractor Initials *JK*  
 Date *9-14-15*

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.

YH  
9-14-15

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.

Contractor Initials YB  
 Date 9-14-15

**EXHIBIT A**

**PURPOSE**

GFS Building Maintenance (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Janitorial Services in accordance with the bid submission in response to State Request for Bid #1784-16 and described herein.

**TERM**

This contract shall commence on October 1, 2015 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on June 30, 2018. The Contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

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

**DAMAGE**

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

**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED**

**TRANSACTIONS**

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

**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 submitted to the individual using agency prior to the start of any work.

**INSURANCE**

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

**CONTRACT ADMINISTRATION**

**Contractor Contract Manager**

Company Name / Address:

GFS Building Maintenance  
20 Blaine Street  
Manchester, NH 03102

Contract Manager:

Lisa Bourbeau  
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Contractor Initials

Date

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*9-14-15*

Telephone: 603-668-6612 x122  
E-mail: lbourbeau@gfsservices.com

**State Contract Manager**

Contract Manager: Katie Daley  
Title: Purchasing Agent  
Address: 25 Capitol Street  
State House Annex, Room 102  
Concord, New Hampshire 03301

Telephone: 603-271-3135  
Facsimile: 603-271-2700  
Email: kathleen.daley@nh.gov

**DEFINITIONS**

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:

- 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.
- Contracting Officer: An employee of the State, Administrative Services
- Contract Supervisor: An employee of the Contractor
- Complex Supervisor: An employee of the Contractor
- All floors: Refers to all office space, rooms, areas, closets, elevator cabs, stairs, entrance lobbies, corridors, storage space and basements as defined herein
- Furniture: Shall include furniture of all types including, but not limited to desks, chairs, lamps, electrical cords, telephones (both public and private)
- Walls: Shall include doors, moldings, door hardware, window sills, as well as walls
- 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
- Work Staff: Employees of the Contractor assigned by the Contractor to perform the services herein

Contractor Initials OB  
Date 9-14-15

**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 it obtains prior written approval of the Facility Contact Person (s).

Contractor shall not be required to work holidays, unless otherwise agreed upon by using agency. Daily rate shall 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 written 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 shall be performed
  - Monthly Requirements                      The week in the month that work shall be performed
  - Quarterly Requirements                      The week and the month that work shall be performed
  - Semi Annual Requirements                      The week and the month that work shall 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 shall 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 shall 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

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Ecologo or Green Seal cleaning Bio-degradable materials. The State shall 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 shall 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.

Contractor Initials YB  
Date 9-14-15

### 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 tampico 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. 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.

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Date \_\_\_\_\_

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9-14-15

**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

YB  
9/14/15

### 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 the area clean 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 the 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 all visible dirt, sand and grim has been removed.

#### 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.

Depending on the amount of soiling, it may be necessary to clean the surface using only a hand mop or it may require using a power buffer or auto scrubber.

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.

### Regular Maintenance

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

*RJK*  
9-14-15

Clean Ceiling Diffusers	All Floors
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**Special / Additional Information:**

- Approximate Square footage 5,504; Carpet 85%; tile/linoleum/ceramic 15%
- Bathrooms 4 (2 open to the public)
- Alarm System to be activated/deactivated
- All Lights to be turned off upon completion
- Criminal / Background check & Agency Confidentiality forms are required for any and all employees that will be entering the facility.
- Emergency daytime cleaning of Restrooms/Public area on a per event basis as requested
- Janitors are not responsible for cleaning storage and mechanical/electrical equipment rooms
- Janitor shall clean up papers, cans, butts and/or other items not belonging on the sidewalk, parking lot or landscaped areas of the parking lot
- Janitor shall empty all Cigarette Receptacles
  
- State supplies Paper Towels, Toilet Paper, Hand Soap and Trash Can liners, all other consumables are to be supplied by Janitor, for janitorial tasks (not to stock agency supplies).

Maintenance Schedule & Specifications

**DOC (Field Services) Ossipee**

19 Old Rte 28, Ossipee, NH 03864

Jason Smith (603) 539-4137

Weekly Maintenance Thursday from 9:00 AM through 3:00 PM  
(If Thursday is a holiday; services shall be done the preceding work day)

Weekly Maintenance	
Clean Mats (vacuum only)	All entrances
Glass / Mirror Cleaning	All mirrors, glass partitions / doors and entrance / view window doors
Lavatory / Kitchen Cleaning	All, clean and sanitize toilet bowls and urinals, sanitize washbasin and polish fixtures, restock toilet paper, paper towels and hand soap dispensers
Receptacle Emptying - Internal & External	All floors, clean and replace liner
Spot Clean Carpeting	All floors
Spot Clean Furniture, Cubicle Panels & Chairs	All floors
Spot Clean Kitchens / Lavatory	All partitions, counters, sinks, tiled walls and interior of waste cans / sanitary disposal containers
Spot Clean Walls, Wall Panels & Partitions, Doors, Light Switches	All floors
Vacuum Carpets	All floors
High Dust	All Floors
Low Dust	All ledges (includes furniture, pictures and window sills)
<b>Monthly Maintenance</b>	

Contractor Initials JK  
Date 9-14-15

Vacuum Upholstered Chairs	All Floors
All Restrooms	Scrub, clean, disinfect grout, all partitions, counters, tile, urinals, toilets, walls/floors, waste can liners, sanitary disposal containers
<b>Quarterly Maintenance</b>	
Clean Ceiling Diffusers	All Floors

**Special / Additional Information:**

- Approximately SQ FT = 1,368 for 4 employees; Carpet 90%, VCT 10%
- 1 bathroom
- Contractor shall comply with all NH DOC (Department of Corrections) Policies not to have any persons affiliated with probation, parole, or criminal police records employed for this service.
- Criminal / Background check is required for any and all employees that will be entering the facility
- Emergency daytime cleaning of Restrooms/Public area on a per event basis as requested.
- Janitor shall removal and dispose of all Trash (All trash shall be disposed of in accordance with all State/local laws)
- State supplies Paper Towels, Toilet Paper, Hand Soap and Trash Can liners, all other consumables are to be supplied by Janitor, for janitorial tasks (not to stock agency supplies).

Contractor Initials JKB  
 Date 9-14-15

**EXHIBIT B**

**CONTRACT PRICE**

The Contractor hereby agrees to provide janitorial services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of **\$45,709.93**; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as June 30, 2018.

FY16 shall be from JULY 1, 2015 to JUNE 30, 2016  
 FY17 shall be from JULY 1, 2016 to JUNE 30, 2017  
 FY18 shall be from JULY 1, 2017 to JUNE 30, 2018

LOCATION	DAILY RATE			PER OCCURRENCE (Rate for all Fiscal Years)			Window Washing (Inside Only)
	FY16	FY17	FY18	Carpet Cleaning	Floor Refinishing	Upholstery Cleaning	
DOC - OSSIPEE	\$36.00	\$37.08	\$38.20	\$111.28	\$48.00	NA	\$60.00
NHES - CLAREMONT	\$28.00	\$28.84	\$29.71	\$776.00	\$162.00	\$465.00	\$60.00
NHES - CONWAY	\$44.00	\$45.32	\$46.70	\$720.00	\$238.00	\$325.00	\$60.00
NHES - SALEM	\$36.00	\$37.08	\$38.19	\$748.00	\$248.00	\$420.00	\$60.00

Hourly Rate for Emergency Cleaning

LOCATION	EMERGENCY RATE
DOC - OSSIPEE	\$16.00
NHES - CLAREMONT	\$16.00
NHES - CONWAY	\$16.00
NHES - SALEM	\$16.00

**INVOICE**

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

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

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

Contractor Initials JWS  
 Date 9-14-15