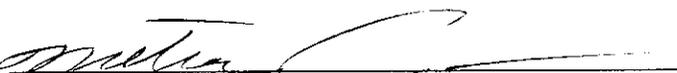


STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: 06/21/2016  
CONTRACT #: 8002045  
CONTRACT FOR: WINDOW WASHING SERVICES  
NIGP CODE: 910-0000  
CONTRACTOR: JANITECH, INC  
VENDOR CODE #: 174598

SUBMITTED FOR ACCEPTANCE BY:

  
MATTHEW JOHNSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 06/21/2016

\*\*\*\*\*

RECOMMENDED FOR ACCEPTANCE BY:

  
ROBERT STOWELL, ADMINISTRATOR IV  
BUREAU OF PURCHASE AND PROPERTY

DATE 6/22/16

\*\*\*\*\*

ENDORSED FOR ACCEPTANCE BY:

  
LISA M. POLLARD, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 6-23-16

\*\*\*\*\*

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

  
VICKI QUIRAM, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6/24/16

\*\*\*\*\*

NOTE: CONTRACT AWARD FROM RFB 1868-16 (ALL STATE COUNTIES EXCLUDING MERRIMACK). PRICE LIMITATION: \$26,274.00.

Subject: Window Washing Services

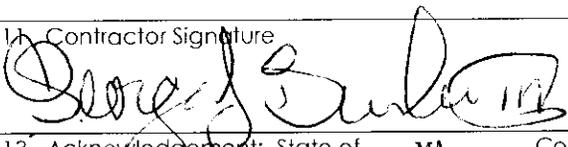
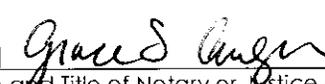
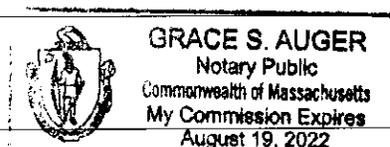
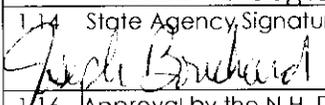
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 102, Concord, NH 03301	
1.3 Contractor Name Janitech, Inc.		1.4 Contractor Address 60 Pine Street, Unit K, Methuen, MA 01844	
1.5 Contractor Phone Number 978-687-4113	1.6 Account Number	1.7 Completion Date May 31, 2016	1.8 Price Limitation \$26,274.00
1.9 Contracting Officer for State Agency Matthew T. Johnson		1.10 State Agency Telephone Number 603-271-3146	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory  George J. Burke, 3rd, President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Essex</u> On <u>June 20, 2016</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  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace  Grace S. Auger, Notary Public			
1.14 State Agency Signature  Date: <u>6/24/16</u>		1.15 Name and Title of State Agency Signatory <del>Vicki V. Quiram, Commissioner</del> <u>JOSEPH BOUCHARD, Assistant Commissioner</u>	
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 1.1B, 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.

*[Handwritten Signature]*  
*[Handwritten Date]*

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.

Contractor Initials

Date

*AS*  
Date 6/20/16

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 QAB  
Date 6/21/16

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Janitech, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Window Washing Services in accordance with the bid/proposal submission in response to State Request for Bid/Proposal #1855-16 and as described herein.

**2. CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A     Scope of Services
- c. EXHIBIT B     Payment Terms
- d. EXHIBIT C     Special Provisions
- e. EXHIBIT D     RFB 1855-16

**3. TERM OF CONTRACT**

This contract shall commence on June 1, 2016 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on May 31, 2019, a period of approximately three (3) years.

**4. CONTRACT ADMINISTRATION**

**4.1 CONTRACTOR CONTRACT MANAGER**

Contractor shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the contract.

**Contract Manager:** George Burke  
**Address:** 60 Pine St. Unit K, Methuen, MA 01844  
**Tel:** 1-800-370-4113  
**Email:** [GBurke3@NEJanitech.Com](mailto:GBurke3@NEJanitech.Com)

**4.2 STATE CONTRACT OFFICER**

The State shall designate a Contracting Officer who shall function as the State's representative with regard to the Contract administration.

**Contract Officer:** Matt Johnson, Purchasing Agent  
**Address:** 25 Capitol Street Rm. 102, Concord, NH 03301  
**Tel:** 603-271-3146  
**Email:** [Matthew.Johnson@NH.Gov](mailto:Matthew.Johnson@NH.Gov)

**5. SCOPE OF WORK**

This service is optional to Agencies and is not guaranteed.

Contractor Initials GB  
Date 6/2/16

Windows shall be considered washed clean and free of streaks, smears, visible soap residue, accumulated dirt, stains tarnish or other foreign debris and has a uniform clean appearance. Frames shall be scrubbed to all dried dirt, insects, debris and other materials so as to be considered clean by a representative of the State. Any permanent stains will be considered when determining the cleanliness of a window. The Contractor shall not be responsible for any permanent stains that currently exist on windows. The Contractor shall be responsible to notify the State regarding any permanent stains as the work is being accomplished.

Window cleaning shall be accomplished using a cleaning agent formulated for use on the surfaces being cleaned. Spills, splashes, drips, etc. shall be wiped dry. Adjacent surfaces shall be included in the cleaning process.

Window cleaning shall be completed in a reasonable time frame as mutually agreed upon with agency and Contractor. The Contractor shall submit a proposed schedule to the state agency requesting cleaning all windows at each facility at least twenty (20) days prior to each cleaning period. Each facility will be cleaned annually.

The movement of any furniture is entirely the responsibility of the Contractor. All water and cleaning solution drippings shall be thoroughly removed and wiped dry before returning items to their original locations. Contractor shall not stand on furniture or windowsills.

The Contractor shall supply all of the equipment and chemicals necessary to complete the job. All equipment and chemicals must be in strict compliance with O.S.H.A. and other regulatory agencies. The State of New Hampshire is interested incorporating the use of environmentally preferable, or "green" cleaning products into their cleaning service operations wherever possible. In order for such products to be considered green, they must be certified by either the Green Seal or EcoLogo appropriate standard. Such independent, third-party certifications verify compliance with the environmental criteria indicated in the standard as well as the product's cleaning performance. Contractor may visit the website for Green Seal at [www.greenseal.org](http://www.greenseal.org), and EcoLogo at [www.ecologo.org](http://www.ecologo.org) to obtain more information on the process, existing standards and lists of certified products.

All window ledges and sills are to be cleaned. Any other surface that the Contractor may need to stand on or use to perform the job must also be cleaned.

The Contractor shall protect all roof systems at all times. If a building does not have built in catwalks or walkways, the Contractor must supply and use 4' x 8' x 3/4" plywood. No equipment can be affixed to any part of a building without prior approval from the Contracting Officer or his/her designee.

If staging or ground equipment is used, the Contractor must protect all surfaces. The Contractor is responsible for any damage to sidewalks, grass or subsurface structure. Prior approval is required before using staging or other heavy ground level equipment.

All equipment is to be secured at the end of each workday. The State shall not be responsible for any damage, vandalism or theft of Contractor supplies and equipment.

The Contractor shall furnish all safety devices, equipment, barriers and barricades as required insuring against damage to buildings, grounds and / or injuries to visitors or employees. Said equipment shall comply with all State and federal safety regulations.

The Contractor must coordinate access to roofs and water supply with the State.

The Contractor 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 Contractor's employees, equipment or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The Contractor must immediately report any damage or breakage that occurs to the Contracting Officer.

The Contractor shall be responsible for any roof damage in the areas he/she has walked on or staged equipment for fulfillment of the Contract. Roofs will be inspected prior, during and after work is performed by a representative of the State.

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

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

In the event that some scheduled work activity in various parts of a building interferes with the normal scheduled window cleaning in an area, the cleaning schedule shall be rearranged to complete the window cleaning after such operation is over.

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

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

All personnel must observe all regulations or special restrictions in effect at the State Agency where the work is being performed.

The Contractor shall furnish all personnel with uniforms, which must be neat and clean in appearance with picture identification that is visible at all times.

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

All services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

Contractor Initials QAB  
Date 6/20/12

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

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

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

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

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

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

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

If sub-contractors are to be utilized, 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.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

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

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

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

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

If sub-contractors are to be utilized, 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.

#### **6. TERMINATION**

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

#### **7. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all window washing services strictly pursuant to, and in conformity with, the specifications described in State RFB #1855-16, as described herein, and under the terms of this Contract.

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

#### **8. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

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

#### **9. CONFIDENTIALITY & CRIMINAL RECORD**

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

#### **10. INSURANCE**

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

Contractor Initials             
Date 6/21/16

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide window washing 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 \$26,274.00; 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 May 31, 2019.

**2. PRICING STRUCTURE**

Agency	Location name	STREET	CITY (NH)	County	(5/1/2016-4/30/2017)	(5/1/2017-4/30/2018)	(5/1/2018 - 4/30/2019)	Extended Totals
<b>COUNTY I HILLSBOROUGH:</b>								
Courts-Ext only	Hillsborough County Superior Court (North)	300 Chestnut Street	Manchester	Hillsborough	\$395.00	\$395.00	\$395.00	\$1,185.00
Courts-Ext only	Manchester Circuit Court	35 Amherst Street	Manchester	Hillsborough	\$630.00	\$630.00	\$630.00	\$1,890.00
Courts-Ext only	Merrimack Circuit Court	4 Babaoasic Lake Road	Merrimack	Hillsborough	\$265.00	\$265.00	\$265.00	\$795.00
Courts-Ext only	Hillsborough County Superior Court (South)	30 Spring Street	Nashua	Hillsborough	\$375.00	\$375.00	\$375.00	\$1,125.00
<b>County I: Hillsborough Totals:</b>					<b>\$1,665.00</b>	<b>\$1,665.00</b>	<b>\$1,665.00</b>	<b>\$4,995.00</b>
<b>COUNTY III ROCKINGHAM:</b>								
Courts-Ext only	Rockingham County Court	10 Route 125	Brentwood	Rockingham	\$1,353.00	\$1,353.00	\$1,353.00	\$4,059.00
Courts-Ext only	Derry Circuit Court	10 Courthouse Lane	Derry	Rockingham	\$290.00	\$290.00	\$290.00	\$870.00
Courts-Ext only	Portsmouth Circuit Court	111 Parrott Avenue	Portsmouth	Rockingham	\$265.00	\$265.00	\$265.00	\$795.00
<b>County III: Rockingham Totals:</b>					<b>\$1,908.00</b>	<b>\$1,908.00</b>	<b>\$1,908.00</b>	<b>\$5,724.00</b>
<b>COUNTY IV STRAFFORD:</b>								
Courts-Ext only	Dover Circuit Court	25 St. Thomas Street	Dover	Strafford	\$285.00	\$285.00	\$285.00	\$855.00
Courts-Ext only	Rochester Circuit Court	76 North Main Street	Rochester	Strafford	\$345.00	\$345.00	\$345.00	\$1,035.00
<b>County IV: Strafford Totals:</b>					<b>\$630.00</b>	<b>\$630.00</b>	<b>\$630.00</b>	<b>\$1,890.00</b>
<b>COUNTY V BELKNAP:</b>								
Courts-Ext only	Laconia Circuit Court	26 Academy Street	Laconia	Belknap	\$575.00	\$575.00	\$575.00	\$1,725.00
NHES	NH Employment Security	426 Union Avenue, Ste 3	Laconia	Belknap	\$200.00	\$200.00	\$200.00	\$600.00
<b>County V: Belknap Totals:</b>					<b>\$775.00</b>	<b>\$775.00</b>	<b>\$775.00</b>	<b>\$2,325.00</b>
<b>COUNTY VI CARROLL:</b>								
Courts-Ext only	Conway Circuit Court	35 East Canway Road	North Canway	Carroll	\$350.00	\$350.00	\$350.00	\$1,050.00
Courts-Ext only	Carroll County Courthouse	96 Water Village Raad	Ossipee	Carroll	\$365.00	\$365.00	\$365.00	\$1,095.00
<b>County VI: Caroll Totals:</b>					<b>\$715.00</b>	<b>\$715.00</b>	<b>\$715.00</b>	<b>\$2,145.00</b>
<b>COUNTY VII GRAFTON:</b>								
Courts-Ext only	Lebanon Circuit Court	38 Centerra Parkway	Lebanon	Grafton	\$365.00	\$365.00	\$365.00	\$1,095.00
Courts-Ext only	Plymouth Circuit Court	76 Green Street	Plymouth	Grafton	\$365.00	\$365.00	\$365.00	\$1,095.00
<b>County VII: Grafton Totals:</b>					<b>\$730.00</b>	<b>\$730.00</b>	<b>\$730.00</b>	<b>\$2,190.00</b>
<b>COUNTY VIII COOS:</b>								

Contractor Initials   *QJ3*    
Date   *6/20/16*

DES	Dept. Environmental Svc	80 Glen Road	Gorham	Coos	\$450.00	\$450.00	\$450.00	\$1,350.00
Courts-Ext only	Coos Superior Court Lancaster District Court	Lancaster District Court 55 School Street, Suite 301	Lancaster	Coos	\$475.00	\$475.00	\$475.00	\$1,425.00
<b>County IX: Coos Totals:</b>					<b>\$925.00</b>	<b>\$925.00</b>	<b>\$925.00</b>	<b>\$2,775.00</b>
<b>COUNTY VIII CHESHIRE:</b>								
Courts-Ext only	Jaffrey/Peterborough Circuit Court	84 Peterborough St.	Jaffrey	Cheshire	\$435.00	\$435.00	\$435.00	\$1,305.00
<b>County X: Cheshire Totals:</b>					<b>\$435.00</b>	<b>\$435.00</b>	<b>\$435.00</b>	<b>\$1,305.00</b>
<b>COUNTY VIII SULLIVAN:</b>								
DAS	Monadnock Mill	17 Water Street	Claremont	Sullivan	\$975.00	\$975.00	\$975.00	\$2,925.00
<b>County XI: Sullivan Totals:</b>					<b>\$975.00</b>	<b>\$975.00</b>	<b>\$975.00</b>	<b>\$2,925.00</b>

#### **4. 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.

Contractor shall be paid by Procurement Card when invoice is received.

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

The invoice shall be sent to the following address:

<b>Courts</b>	<b>DAS</b>
Bureau of Court Facilities 25 Capitol Street, Room 115 Concord, NH 03301 Attn. Dylan Mckloklin	Administrative Services 25 Capitol Street, Room 408 Concord, NH 03301 Attn. General Services
<b>NHES</b>	<b>DES</b>
NH Employment Security 45 Fruit Street, Concord, NH 03301 Attn. Audrey Robidoux	Department of Environmental Services PO Box 95, Concord, NH 03301 Attn. Fund Accounting

#### **5. PAYMENT**

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

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

Contractor Initials DRS  
Date 6/30/16

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no other special provisions of this contract.

Contractor Initials   *JS*    
Date   *8/20/12*

**EXHIBIT D**

RFB #1855-16 is incorporated here within.

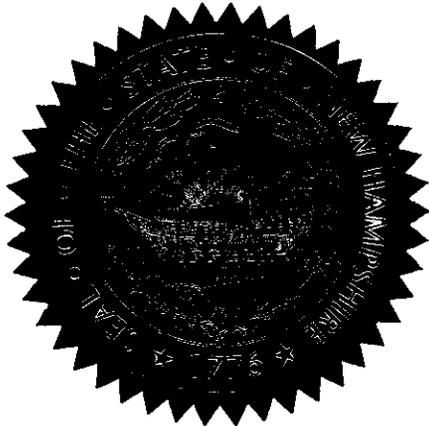
Contractor Initials QJB  
Date 5/20/16



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Janitech, Inc. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on October 17, 1995. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21<sup>st</sup> day of June, A.D. 2016

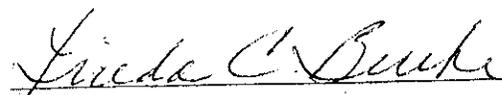
A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF AUTHORITY**  
**Corporate Resolution**

I **Linda C. Burke**, hereby certify that I am duly elected Clerk/Secretary of **Janitech, Inc.** I hereby certify that the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on **November 4, 2012.** It has been voted that **George J. Burke III** is duly authorized to enter into agreements and execute any documents that may in his/her judgement be desirable or necessary to affect the purpose of a contract with the State of New Hampshire.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of this 20th day of June and that **George J. Burke III** is duly elected President of this Corporation.



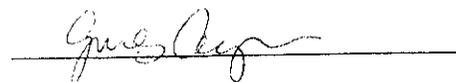
Clerk/Secretary

State of Massachusetts

County of Essex

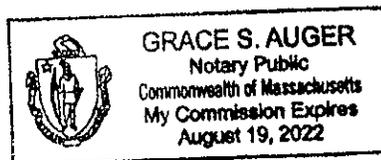
On June 20<sup>th</sup>, 2016 before the undersigned officer personally appeared the person identified as Clerk/Secretary in the foregoing certificate known to me (or satisfactorily proven) to be the Clerk/Secretary in the foregoing certificate and acknowledged that this certificate is a true and accurate reflection of the vote taken by the Board of Directors.

In witness whereof, I set my hand and official seal.



Notary Public/Justice of the Peace

Commission Expires: 8-19-22



STATE OF NEW HAMPSHIRE  
 Bureau of Purchase and Property  
 BID # 1868 - 16  
 5/11/2016 @ 1:30 PM  
 Window Washing Services

VENDOR	Hillsborough Totals	Merrimack Totals	Rockingham Totals	Strafford Totals	Belknap Totals	Carroll Totals	Grafton Totals	Coos Totals	Cheshire Totals	Sullivan Totals
Vip Special Services	\$14,250.00	\$227,800.00	\$9,000.00	\$5,250.00	\$4,200.00	\$4,500.00	\$4,200.00	\$3,000.00	\$2,700.00	\$6,000.00
Cliffhangers Inc.	\$27,588.00	\$221,869.50	\$10,266.00	\$5,433.00	\$6,791.00	\$6,854.00	\$6,687.00	\$6,642.00	\$2,170.00	\$6,081.00
Janitech Inc	\$4,995.00		\$5,724.00	\$1,890.00	\$2,325.00	\$2,145.00	\$2,190.00	\$2,775.00	\$1,305.00	\$2,925.00

Non Compliant  
 Janitech Inc. (Merrimack Only)