



# New Hampshire Fish and Game Department

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Glenn Normandeau  
 Executive Director

April 28, 2015

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, NH 03301

### Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a contract with Cheryl Joseph & Katherine Hemingway d/b/a *The Alternative Solution Cleaning Service* (Vendor Code 156366) Tilton, NH 03276, in the amount of \$13,280.00 for providing janitorial services at both the Region 2 Office, New Hampton, NH, and the Owl Brook Hunter Education Center, Holderness, NH 03245, from date of Governor and Council approval through June 30, 2017. Funding 56% Federal Funds, 44% Fish and Game Funds.

Funding is available for this service and will be expended as follows, contingent upon availability and continued appropriations for State Fiscal Year 2016 and 2017 with authority to adjust encumbrances through the budget office if needed and justified:

#### **03 7575 753520 - 21600000 - Facilities & Lands-Facilities Maintenance**

		<u>FY 2016*</u>	<u>FY 2017*</u>
20-07500-21600000-048-500293	Contractual Maintenance	\$2,940.00	\$2,940.00

#### **03-7575 751020 - 21210000 - Public Info & Conservation Edu- Hunter Education**

		<u>FY2016*</u>	<u>FY 2017*</u>
20 07500 21210000-103-500739	Contracts for Op. Services	\$3,700.00	\$3,700.00

(\*Pending Budget Approval)

### Explanation

The New Hampshire Fish and Game Department requires janitorial services at these facilities for the general maintenance of the buildings as well as the health and safety of its employees and the members of the public who visit these locations. The specific requirements required at each location are outlined in the Exhibit A: Scope of Services and Appendix B, attached.

Respectfully submitted,

Glenn Normandeau  
 Executive Director

Kathy Ann LaBonte  
 Chief, Business Division

**Cleaning Contract Bids**

	<u>Region 2 Facility</u>	<u>Owl Brook Facility</u>	<b>TOTALS:</b>
<b>The Alternative Solutions Cleaning Service</b>			
Cheryl Joseph, Katherine Hemingway PO Box 595 Tilton, NH 8822 603-744-8822	FY 2016 Total \$2,940.00 FY 2017 Total \$2,940.00	FY 2016 Total \$3,700.00 FY 2017 Total \$3,700.00	FY 2016 \$6,640.00 FY 2017 \$6,640.00 <b>24 Payments of \$13,280.00</b>
<b>Axiom Cleaning Systems</b>			
Alan Zahka 42 Beede Road Holderness, NH 03245 603-536-3487	FY 2016 Total \$4,420.00 FY 2017 Total \$4,420.00	FY 2016 Total \$4,420.00 FY 2017 Total \$4,420.00	FY 2016 \$8,840.00 FY 2017 \$8,840.00 <b>24 Payments of \$17,680.00</b>
<b>Queen Bee Cleaning</b>			
Samantha Berg 410 Roller Coaster Road Laconia, NH 03246 603-677-6096	FY 2016 Total \$5,635.00 FY 2017 Total \$5,635.00	FY 2016 Total \$4,815.00 FY 2017 Total \$4,815.00	FY 2016 \$10,450.00 FY 2017 \$10,450.00 <b>24 Payments of \$20,900.00</b>
<b>Bayshore Cleaning Services</b>			
Wendy Mills 11 Casey Way Meredith, NH 03253 603-387-0821	FY 2016 Total none offered FY 2017 Total none offered	FY 2016 Total \$7,790.00 FY 2017 Total \$7,790.00	<b>24 Payments of</b>

Subject:

Cleaning Services for NHFG's Region 2 and Owl Brook facilities

FORM NUMBER P-37 ( version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Cheryl L. Joseph & Katherine Hemingway d/b/a The Alternative Solution Cleaning Service		1.4 Contractor Address PO Box 595, Tilton, NH 03276	
1.5 Contractor Phone Number 603-744-8822	1.6 Account Number * see below	1.7 Completion Date 6/30/2017	1.8 Price Limitation \$13,280.00
1.9 Contracting Officer for State Agency Glenn Normandeau, Executive Director		1.10 State Agency Telephone Number 603-271-2741	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Cheryl Joseph & Katherine Hemingway owners	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>4/16/2015</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]		KATHI J. HURST Justice of the Peace-New Hampshire My Commission Expires October 2, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Kathi J. Hurst, Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Glenn Normandeau, Executive Director	
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) By: On: 5/8/2015			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

\* Account numbers: 20-07500-21600000-048-500293 and 20-07500-21210000-103-500739

**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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the 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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the 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.

**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.

STATE OF NEW HAMPSHIRE  
NH FISH AND GAME DEPARTMENT  
CONTRACT – SERVICES  
JANITORIAL SERVICES FOR THE REGION 2 AND OWL BROOK FACILITIES

EXHIBIT A  
SCOPE OF SERVICES

All services performed under the Contract shall be performed as described in "Appendix B1, Maintenance Frequency Schedule for Region 2, 200 Main Street, New Hampton, NH" and "Appendix B2, Maintenance Frequency Schedule for Owl Brook Hunter Education Center, 387 Perch Pond Road, Holderness, NH". The Contractor may schedule work during other work times provided they receive prior approval of the Facility Contact Person.

A list of state holidays is available at <http://admin.stat.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.

The Contractor shall assign a person to be the Contract Supervisor. The Contract Supervisor shall participate in regular meetings with the Contracting Officer, or designee, to conduct a general review of the services provided. He/she shall solve technical problems and prepare work schedules in compliance with Contract requirements. He/she shall be responsible for the establishment and continuation of an approved quality control program. The Contractor shall provide and maintain daily work schedules and project schedules for all Work Staff engaged in the performing the services of the Contract. Said work schedules shall indicate which operations are to be performed and the day, week and/or month for accomplishment of the services. The schedule shall be as follows:

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

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

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

It is expected that the Contractor and its personnel will maintain a condition of excellence meeting the requirement of the Contracting Officer. The Contracting Officer, or designee, shall be the sole judge of the level of cleanliness and compliance with the requirements of the Contract; his/her decision as to acceptance shall be final. Should the Contracting Officer deem the work provided as unacceptable, the Contractor will be provided with up to a two (2) day period to cure said default. If the Contractor does not cure the default after that period of 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 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 for refilling facility receptacles.

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. And 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.

Contractor Initials: KMH CD  
Date: 4/16/15

**EXHIBIT A – SCOPE OF SERVICES - continued**

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 in the Appendix A. 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 replacement of the lock or locks shall be deducted from the monthly payment due to the Contractor. In the even 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" (Appendix A) and "Maintenance Frequency Schedules" (Appendix B1 and B2) shall be subject to payment deduction for nonperformance. Carpet cleaning and Floor Refinishing shall be provided at the request of the Facility Contact person as detailed in Appendix B1 and B2.

Contractor Initials: KMT/CTD  
Date: 4/14/15

## APPENDIX A.

### DEFINITIONS OF WORK AND WORK STANDARDS

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

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

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

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

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

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

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

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

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

**Check-off List Facilities** may opt to use check off lists to insure that work is being completed as defined in the "Facility Maintenance Sheet" for that facility.

**Cleaning (Wall, Doors, Door Grills, Ledges, Metal Surfaces, Furniture, and Cabinets)** shall be accomplished by damp cleaning of all surfaces of the object using a germicidal detergent solution.

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

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

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

Contractor Initials: KMH/CH  
Date: 4/14/15

**Cleaning (MATS)** shall be accomplished with a commercial type vacuum. All mats shall be lifted and the surfaces beneath shall be clean and free of dirt and dust. All embedded dirt and grit shall be removed.

A mat is considered properly cleaned when it is free of all dust, dirt, lint and debris including embedded dirt and grit including the area under the mat.

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

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

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

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

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

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

**Low Level:** Dust all low level ledges, furniture and fittings to a height of 6 feet from the floor. Dust telephones in corridors.

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

**High Level:** Dust all high level areas including furniture, ledges, ceilings, walls and structural components above six feet from the floor.

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

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

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

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

Routine Maintenance (daily/weekly as needed), Sweep/Vacuum floors regularly to remove loose dirt, sand dust. Prevent stains by wiping spills promptly. Damp mop regularly.

Contractor Initials: YMH GP  
Date: 4/14/15

### Stripping a Resilient Tile Floor:

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

### Building a Shine on a VCT Resilient Tile Floor:

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

### Grout/Quarry/Ceramic Tile Maintenance

Remove soil with broom or non oily dust mop or vacuum, damp mop or spot clean as necessary using ph-neutral cleaner.

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

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

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

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

### Rubber Tile / Rolled Rubber Floors

#### Lightly Soiled Surfaces:

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

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

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

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

Contractor Initials: YMT/GJA  
Date: 4/16/15

### **Heavily Soiled Surfaces.**

For heavily soiled Surfaces, remove all surface debris, grit, sand and soil with a broom and vacuum with a high CFM vacuum. If the rubber floor is especially dirty you may want to hand mop some of the worst areas before you begin.

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

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

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

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

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

### **Regular Maintenance:**

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

For daily cleaning, sweep or vacuum to remove all dirt and sand. If the floor is not heavily used you will only have to mop periodically and it will not be necessary to mop every day.

The key is to keep as much dirt and grime off the floor and to clean up any spills quickly.

Contractor Initials: KMH GA  
Date: 4/15/12

**MAINTENANCE FREQUENCY SCHEDULE**

NH Fish and Game Department Region 2 Office  
200 Main Street (PO Box 417) New Hampton, NH 03256  
Contact: Kristin Harmon, Executive Secretary: 603-744-5470

1. The New Hampshire Fish and Game Department shall furnish electricity, water, and refill supplies such as trash can liners, paper towels, toilet tissue, light bulbs and hand soap. Supplies may be requested from the Department via the Region 2 Executive Secretary. The Contractor shall provide its own cleaning supplies and equipment. Services will be provided generally between 4 p.m. and 10 p.m.
2. The Contractor shall at all times during hours specified for services, provide adequate supervision over its employees, and a criminal/background check is required. The Contractor shall advise the Executive Secretary in advance if there is a change in personnel accessing the building, or a need to change days of service. The Contractor shall furnish the NH Fish and Game Department with a telephone number where the Contractor or Contractor's representative may be contacted during the weekdays between the hours of 8:00 a.m. and 4:00 p.m.
3. The location for services is NH Fish and Game Department's Region 2 Office, 200 Main Street (Route 132 South), New Hampton, New Hampshire, 03256.
4. Service requirements include:

Once Weekly:

- Sweep/dry mop all resilient floor surfaces, including labs, kitchen, bathrooms and shower area.
- Clean mats and empty waste receptacles. Replace plastic trash can liners.
- Bag and secure all trash in the hall across from the Autopsy Room for Monday or Wednesday pickup by Fish and Game staff.
- Bathrooms - clean and disinfect toilets and urinals; clean and disinfect washbasins and shower area; fill and clean dispensers (soap and toilet tissue); clean mirrors, damp mop and disinfect floors. Clean sink and counter areas in kitchen.
- Vacuum carpeted areas, including under desks, chairs and tables.
- Dust common accessible areas as needed, including horizontal surfaces (blinds, shelving, sills, heating elements, vents, etc.).

Twice Yearly:

- Scrub resilient floor in kitchen, lab area, apply new wax finish and buff. This work will be coordinated with Fish and Game staff in advance so furniture can be moved by staff.

Contractor Initials: KMH CH  
Date: 7/14/17

APPENDIX B. 2.

**MAINTENANCE FREQUENCY SCHEDULE**

NH Fish & Game (Owl Brook Hunter Education Center)  
387 Perch Pond Road, Holderness, NH 03245  
Contact Tom Flynn 536-1290

**Maintenance Window 5:00 P.M. to 5:00 A.M. (April-October 1 day per week; November-March every other week)**

Clean Mats	x	All entrances
Drinking Fountains	x	Sanitize all Drinking fountains
Dust	x	All horizontal surfaces, partitions and all displays in classroom
Glass/Mirror Cleaning	x	All glass partitions/doors and View window doors both sides
Lavatory Cleaning	x	Sanitize all lavatories includes cleaning of mirrors
Trash Receptacle Emptying Clean and replace liner	x	Includes cigarette disposal in front of building
Spot Clean Carpeting	x	
Spot Clean Furniture	x	
Spot Clean Lavatory	x	All partitions, tiled walls and interior of waste cans and sanitary disposal containers
Spot Clean Walls, Doors & Light Switches	x	
Sweeping/Damp mopping with disinfecting cleaner	x	All tile floors
Vacuum Carpets	x	All carpeted areas includes under desks, chairs, tables etc.

**Semi-Annual Maintenance April & October and Initial cleaning**

Clean and disinfect shower	x
Wash all windows inside and out	x
Shampoo all carpeting	x

**As Required**

Metal Polishing	x	All interior & exterior door hardware, interior handrails, kick plates & drinking Fountains (brass, stainless & aluminum)
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**Special / Additional Information:**

- All Lights to be turned off upon completion.
- Approximately SQ FT = 2,180 for 2 employees; Carpet 68%; tile/ceramic 32%
- Bathrooms(2)
- Criminal / Background check is required.
- Janitor shall empty Floor Standing Cigarette Receptacle
- Janitor shall supply all consumables except for trash can liners and paper products (paper towels, toilet paper, etc.).
- Removal/disposal of Trash (vendor shall dispose of all trash in accordance with all State/local laws)
- State supplies Paper Towels, Toilet Paper, Hand Soap and Trash Can liners
- Contact facility manager when scheduling carpet cleaning and if normal cleaning schedule needs to be adjusted.

Contractor Initials: KMH CDJ  
Date: 4/14/17

EXHIBIT B.

**METHOD OF PAYMENT**

JANITORIAL SERVICES AT NH FISH & GAME REGION 2  
AND AT  
THE OWL BROOK HUNTER EDUCATION CENTER

- a) NHFG agrees to pay the Contractor up to \$13,280 total during the Contract period July 1, 2015 through June 30, 2017 for cleaning services performed at the Region 2 location in New Hampton and the Owl Brook Hunter Education Center as outlined in the Frequency Maintenance Schedules.
- b) For each of the Fiscal Years 2016 and 2017 the Contractor's invoicing shall be monthly as follows:  
    \$245.00 monthly for Services at the Region 2 location in New Hampton, NH, and  
    \$308.33 for eleven months' Services at the Owl Brook Hunter Education Center in Holderness, NH, and \$308.37 for the twelfth month of Services at the Owl Brook Hunter Education Center in Holderness, NH. The NHFG will make payments monthly upon receipt of Contractor's invoice, net 30 days.
- c) The Contractor agrees to maintain financial documents necessary to comply with State and Federal regulations.

EXHIBIT C.

Insurance Renewed on an annual basis.

No amendments required.

Contractor Initials: KH/GJ  
Date: 4/16/13

# 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 THE ALTERNATIVE SOLUTION CLEANING SERVICE is a New Hampshire trade name registered on July 10, 1989 and that Cheryl L Joseph and Katherine Hemingway presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1<sup>st</sup> day of April, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**The Alternative Solution Cleaning Service**

**PO Box 595**

**Tilton, NH**

We, Cheryl Joseph & Katherine Hemingway d/b/a The Alternative Solution Cleaning Service, hereby certify that we are the proprietors of The Alternative Solution Cleaning Service, which is a trade name registered with the Secretary of State under RSA 349. I certify that we are the owners of our business and of the trade name.

We hereby further certify and acknowledge that the State of New Hampshire will rely on this certificate as evidence that we have full authority to bind our business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant us such authority.

Signed: \_\_\_\_\_ Signed: \_\_\_\_\_

Date: 4/16/15 Date: 4/16/15

State of New Hampshire, County of Belknap

On this the 16<sup>th</sup> day of April 20 15 before me Kathy Hurst, JP (the notary signs here)

the Undersigned officer, personally appeared \_\_\_\_\_ (both owners sign here) Cheryl Joseph & Katherine Hemingway, known to me (or satisfactorily proven) to be the persons whose names are

subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

**KATHI J. HURST**  
Justice of the Peace-New Hampshire  
My Commission Expires October 2, 2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2015

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

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

<b>PRODUCER</b> Poulos Insurance, Inc., a subsidiary of NFP P&C Services, Inc. PO Box 659 Ashland NH 03217	<b>CONTACT NAME:</b> ASHLAND, POULOS	
	<b>PHONE (A/C, No. Ext):</b> (603) 968-4451	<b>FAX (A/C, No.):</b> (603) 968-7183
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Maine Mutual Group Ins. Co.		15997
<b>INSURER B:</b> National Grange Mutual Ins Co.		14788
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** CL155130148      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		SC10995816	5/26/2015	5/26/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	KA10995816	5/26/2015	5/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Multi policy credit \$
		<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	KU10995816	5/26/2014	5/26/2015	EACH OCCURRENCE \$ AGGREGATE \$ 2,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
B	Bond		F266197Y	5/17/2015	5/17/2016	\$10,000	

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

<b>CERTIFICATE HOLDER</b> (603) 271-5829      reg2@wildlife.nh.gov  NH Fish & Game Dept 11 Hazen Dr Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Sherry Norman/SHERRY 
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