

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES 25 Capitol Street – Room 120 Concord, New Hampshire 03301 <u>Office@das.nh.gov</u>

Charles M. Arlinghaus Commissioner (603) 271-3201 Joseph B. Bouchard Assistant Commissioner (603) 271-3204 1 and

Catherine A. Keane Deputy Commissioner (603) 271-2059

May 13, 2021

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Plant and Property, to enter into a **Sole Source Retroactive** contract with McGurty Maintenance LLC (Vendor No. 273754) in the amount of \$7,724 for weekly janitorial work at the Jaffrey/Peterborough Courthouse effective upon Governor and Council approval for the period from May 1, 2021 through December 31, 2021. 100% Transfers from Other Agencies

Funds are available in the following Department of Administrative Services, Division of Plant and Property account for Fiscal Years 2021 and 2022 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

 FY2021
 FY2021
 FY2022

 01-14-14-141510-20450000 Bureau of Court Facilities 048-500226 Contractual Maint.
 \$1,700
 \$6,024

EXPLANATION

This **Sole Source** and **Retroactive** request stems from the need to provide the Jaffrey/Peterborough Circuit Court, located in Jaffrey, NH, with a temporary janitorial service agreement amid the COVID crisis and hiring freeze. The Bureau of Court Facilities engaged McGurty Maintenance LLC to provide interim janitorial service to the 24,000 SF courthouse with three courtrooms, a cellblock, and multiple tenants, to ensure clean and safe conditions during the pandemic. Historically, a part-time building service worker that resigned cleaned this location.

The immediate plan is to merge the Jaffrey/Peterborough Circuit Court location onto the Statewide Janitorial Contract by working with Procurement Services to bid the location. Temporary use of this vendor would not have exceeded the \$10,000 limit; however, due to COVID and limited Bureau of Court Facilities staffing, preparing the required specifications for this process took longer than anticipated.

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Due to the need to continue operations and the satisfactory nature of the business relationship to date, the Department of Administrative Services requests approval to enter into this **Sole Source Retroactive** contract for the necessary projected scope of work from the vendor above the \$10,000 annual threshold for Fiscal Year 2021 and through the contract end date of December 31, 2021.

Respectfully submitted,

Ch and

Charles M. Arlinghaus Commissioner

FORM NUMBER P-37 (version 12/11/2019)

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.			<u>_</u>			
1.1 State Agency Name		1.2 State Agency Address				
Department of Administrative S	ervicës	25 Capitol Street, Concord, NI	1 03301			
1.3 Contractor Name		1.4 Contractor Address				
McGurty Maintenance LLC		2 Williamsburg Dr., Amherst, NH 03031				
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
(603) 326-6389	20450000-048-500226	12/31/2021	\$ 7,724.00			
1.9 Contracting Officer for Sta	te Agency	1.10 State Agency Telephone 1	Number			
Sarah Trask		(603) 271-1470				
1.11 Contractor Signature	MA	1.12 Name and Title of Contractor Signatory				
Confau O latt	H Date: 5-38-3,	BIAN STAUGHNESSY - MEMBER				
1.13 State Agency Signature		1.14 Name and Title of State Agency Signatory				
Cent	Date: 5/25/2.(Date: 5/20/ Charles Arlinghous, Conmissioner				
1.15 Approval by the N.H. Der	partment of Administration, Divis	ion of Personnel (if applicable)				
By .		Director, On:				
1.16 Approval by the Attorney	General (Form, Substance and Ex	xecution) (if applicable)				
By: Martiget		On: 612/200	2/			
1.17 Approval by the Governor	r and Executive Council (if appli-					
G&C Item number:		G&C Meeting Date:				

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	= 5,

2. 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 B 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 hercunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

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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 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 cured, 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 give the Contractor a written notice specifying the Event of. Default and 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 give the Contractor a written notice specifying the Event of. Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 EXHTBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is meither 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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force; the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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 nile of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions of this contract.

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EXHIBIT B

SCOPE OF SERVICES

1. INTRODUCTION

McGurty Maintenance LLC. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Janitorial Services 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 Special Provisions
- c. EXHIBIT & Scope of Services.
- d. EXHIBIT C Payment Terms

3. TERM OF CONTRACT

This Contract shall commence effective May 1, 2021 upon the approval of Governor and Executive Council and shall terminate on December 31, 2021, unless extended for additional terms.

The Contract may be extended for an addition one (1) one-year term thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

The Contractor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the work in the manner and within the time herein specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned.

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

All services performed under any awarded Contract(s) shall be performed as described in the Locations and Requirements for each individual agency location. The Contractor may schedule work during other work times, provided that they obtain prior approval of the Facility Contact Person.

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

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.

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Prior to placing an individual in a State Facility, the Contractor shall provide a processed Criminal Records Release. Form to the Facility. Forms can be found at: <u>https://www.nh.gov/safety/divisions/nhsp/ssb/crimerecords/</u>. All Criminal Records Release Forms shall be no more than one (1) year old. Only individuals approved by the agency shall be allowed to work in said facility. Depending upon the facility, enhanced security checks may be required.

The Contractor shall assign a person to be the Contract Supervisor. The Contract Supervisor shall participate in regular meetings with the Contracting Officer, or designee, to conduct a general review of the services provided. The Contract Supervisor shall solve technical problems and prepare work schedules in compliance with Contract requirements. The Contract Supervisor 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 performing the services of the Contract. Said work schedules shall indicate which operations are to be performed and the day, week, and month for accomplishment of the services. The schedule shall be as follows:

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

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

It is expected that the Contractor and its personnel will maintain a condition of excellence meeting the requirements of the Contracting Officer. The Contracting Officer, or designee shall be the sole judge of the level of cleanliness and compliance with the requirements of the Contract; their 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 five (5) days period to cure said default. If the Contractor does not cure the default after that period or if the Contracting Officer finds a subsequent instance of work which is deemed unacceptable, said failure shall be grounds for immediate termination of the Contract.

The Contractor shall instruct work staff not to disturb any papers or personal property on desks, tables or cabinets. The use of State phone or equipment is strictly prohibited. No smoking on or 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 work areas by work staff shall be Immediately turned over to the Facility Contact Person.

The Contractor shall provide all cleaning and/or floor products and materials necessary for the work staff to perform their respective duties and shall submit a list of items to be provided. The Contractor is required to use EcoLogo or Green Seal cleaning bio-degradable materials. The State will provide paper products, hand soap and can liners.

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The Contractor shall provide Material Safety Data Sheets to the State with the delivery of any and all products covered by RSA 277-A, the Workers Right to Know Act.

Each piece of the Contractor's equipment shall be maintained in a high state of cleanliness and repair. Any equipment that is unsafe or requiring repair shall be immediately removed from State property and replaced with working equipment. Any equipment left on State property by the Contractor is solely the Contractor's responsibility. Any of the work staff's personal property brought onto State property is solely the Contractor's responsibility.

All supplies and cleaning equipment, including work clothing and tools, are to be kept in a neat, clean manner in assigned places only. All work staff are to remain in their assigned area during work periods, keeping all spaces locked in which they are not working unless otherwise instructed. All work staff are expected to work in a manner that will maintain security in the best interest of the State.

All rooms provided by the State for the convenience of the Contractor shall be considered part of the area being cleaned and shall be serviced accordingly.

The Contractor may also be required to lock and unlock specific doors or activate and deactivate security systems as outlined in the location requirement. 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 (50) 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 re-keying. When the replacement of locks or rekeying is performed by the State, the total costs of rekeying or the replacements of the lock(s) shall be deducted from the monthly payment due to the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system may be replaced by the State and the total cost deducted from the monthly payment due to the Contractor. It is the responsibility of the Contractor to prohibit use of keys issued by the State by any persons other than work staff.

The Contractor and its 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.

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Failure by the Contractor to adhere to "Definitions of Work and Work Standards" and Location Requirements shall be subject to payment deduction for non-performance.

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 the evaluating the work to determine its acceptance or rejection.

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

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

Carpet Cleaning: shall be accomplished by using an approved commercial steam or hot water extractor type machine using a detergent compatible with the type of carpet that is 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 have 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 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 for 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 requirements for that facility.

Cleaning (e.g. walls, 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, link, cleaning masks, and has 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 (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 direct and grit including the area under the mat.

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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 an 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 levels will occur as floors show heavy traffic lane wear, heavy solling, heavy build-up along edges, etc.

Low Level Dusting: dust all low level ledges, furniture and fittings to a height of six (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 of six (6) feet from the floor.

High Level Dusting: dust all high level areas including furniture, ledges, ceilings, walls, and structural components above six (6) 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 (6) 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 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 where, 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 vinyl, linoleum, and rubber.

Routine maintenance (daily/weekly as needed), sweep/vacuum floors regularly to remove loose dirt, sand, dust. Prevents stains by wiping spills promptly.

Stripping a Resilient Tile Floor:

1. Walk-through area noting problem spots; remove all sticky insoluble substances such as gum.

Contractor Initials Date

- 2. Dust mop the floor to remove any loose soils, paper clips, sand, dust, foreign objects, etc.
- 3. Strip the baseboards in corners using wax stripper and scrub brush.
- 4. Strip floors, small areas at a time using "floor strippers" according to the 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 cold, clean water.
- 8. Pick up excess water and using a wet/dry vacuum or mop and bucket.
- 9. A second rinse may be needed.
- 10. Place caution signs around the area until it is completely dry.

Building a Shine on a VCT Resilient Tile Floor:

- 1. Check the 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* 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 manufacturer's 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 hylon pad or brush and a recommended cleaning solution will assist in removal 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 Tiles/Rolled Rubber Floors-

For lightly soil surfaces:

- 1. Remove all surface debris, grit, sand, and soil with a broom.
- 2. Vacuum the entire rubber floor with high CFM vacuum to assure the finer dirt and grit is removed. **Note:** never use mineral spirits, paint thinners or strippers or any petroleum products to clean the surface.
- 3. Mop the floor. A regular string mop or microfiber flat mop with a mild solution of neutral pH (7-9) cleaner can be used. Taski profi cleaner or equivalent is an excellent choice for rubber but any neutral cleaner will work.
- 4. Damp mop ONLY (do not flood) the surface until you have removed all visible dirt, sand, and grime.

For heavily soiled surfaces:

Contractor Initials

- 1. Remove all surface debris, grit, sand and soil with a broom and vacuum with a high CFM vacuum. If the rubber floor is especially dirty it may be necessary to hand mop some of the worst areas before beginning.
- 2. Depending on the amount of soiling, it might be necessary to clean the surface using only a hand mop or it may require using a power buffer or auto scrubber.
- 3. When using a buffer or auto scrubber, use only a mild pad or a soft nylon brush. If using a buffer, wet the area and buff only a workable area that can be completely buffed and vacuumed within fifteen (15) minutes.
- 4. Do not let the cleaning solution stand on the rubber floor for longer periods of time.
- 5. After the area has been thoroughly buffed, pick up the solution with a wet/dry vacuum and repeat if necessary. For extremely heavy soils or for restorative cleaning it may be necessary to repeat the process with a more aggressive black pad in order to remove the dirt.
- 6. Once the surface is satisfactorily cleaned rinse the surface with clean water. This can be done with a hand mop or an auto scrubber.

Surface Disinfection: Clean and disinfect surfaces on a nightly basis which include security check-in counters (public side), clerks public service counters, courtroom litigation tables, witness stands, conference room tables, attorney-client room counters (public/secure sides).

All services performed under this Contract shall be performed between the hours specified for each location unless other arrangements are made in advance with the State. Any deviation in work hours shall be preapproved 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.

The Contractor shall not commence work until the 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 damages incurred. Upon failure of a 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 deemed 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 subcontractors are to be utilized, the Contractor shall provide information regarding the proposed subcontractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to subcontractor starting any work.

5. 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.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide services strictly pursuant to, and in conformity with, the specifications, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of New Hampshire 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.

7. 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 debarrent, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certification of insurance amounts must be met and maintained through 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 ten (10) day prior written notice.

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 the work.

Contractor Initials Date

EXHIBIT C

PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide Janitorial Services in complete compliance with the terms and conditions specified in <u>Exhibit B</u> for an amount up to and not to exceed a price of \$7,724.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Court Facilities

A Criminal Records Release Authorization Form (State of NH, Department of Safety, Division of State Police) shall be required for each employee prior to working at any of the Court Facility Locations. Record Release Forms shall be provided to and kept on file with the Bureau of Court Facilities.

	/Peterborough Courthouse rborough Street, Jaffrey, NH
	Sarah Lineberry
Sarc	603-271-3936 h.Lineberry@das.nh.gov
Nightly Maintenance	/5 Days: Monday through Friday (4 PM - 9 PM)
Nightly Mainlenance	
Clean Mats	All entrances
Floors, damp mopping (with cleaner/disintecting solution)	All floors in winter or during inclement weather; not to exceed every other day in good weather
Glass / Mirror Cleaning	All mirrors, glass partitions / doors and entrance / view window doors
Lavatory Cleaning	All, clean and sanitize toilet bowls and urinals, sanitize washbasin and polish fixtures, restock toilet paper, paper towels and hand soap dispensers
Kilchen Cleaning	All sinks, counters, tables, chairs; polish fixtures, restock paper towels and hand soap dispensers; spot clean Interior of waste cans
Receptocle (trash) Emptying	All floors, clean and replace liner
Spot Clean Floors	All floors

Contractor Initials Date _ -25-21

All partitions, counters, sinks, liled walls and Interior of waste cans / sanitary disposal containers			
All Roors.			
All, high traffic areas (loyers, clerks' office, courtrooms, hallways); all other floors (conference rooms, private offices) daily as needed (a minimum of 'Wice per week)			
All, shall be cleaned, vacuumed and/or swept, wet mopped			
All, vacuumed and stainless steel wiped down			
All ledges (includes fireplace mantels, fumilure, pictures, and window sills) NO STAFF DESKS			
All Floors			
All Floors			
All Floors, edges, corners and thresholds			
Scrub, clean, disinfect grout, all partitions, counters, tile, urinals, toilets, walls/floors, waste can liners, sanitary disposal containers			
Áll Tiled Floors			
All Floors			
All Tiled Floor Area Including lavatories			
All light fixtures, interior & exterior door hardware, interior handrails, kick plates & drinking Fountains (brass, stainless & atuminum)			
Damp Mop and Clean			

The above provisions are not intended to replace the requirements provided in the Maintenance Frequency Schedule; those provisions shall remain in full force and effect. The above provisions are being provided to ensure the area is cleaned adequately.

1

Contractor Initials_ Date 5-35-21

Special Additional Information	<u>.</u> , .				· · · · · · · · · · · · · · · · · · ·
The Contractor shall be responsible for the of: Square Foolage: approximately 24,000 Stairwells: 2 Employees: 15 Flooring: 75% carpet; 25% tile/linoleum Bathrooms: 8 total; 4 public restrooms, 4 Cell Block toilets: 2		ol services for the Ja	lliey-Pelerboioug	h Circuit Court, which (consists
Contractor shall activate/deactivate the Contractor shall ensure all lights are turn dumpster nightly. State shall collect recy can liners and paper products (paper to	ed oil nighly upon co clina (blue tubs) and t	mpletion. Contracto 200 separately for a	y shall called and		iñ outside es (Irash
Exclusions					
The following areas and/or equipment a EXCLUDES: • maintenance break room • Elevator control room • e-court work stations (located on the t dumb waiter • sally port • court security equipment, mag and x- • Contractor not responsible for cleaning • exterior cigarette receptacles	si floor public lobby) ray machinë flocaled	ön ihe ist floor)	· · ·	"the responsibility of th	e-State:
Recommendation Statement				<u> </u>	
Historically, the State employed a port-lik Based on this information, the State reco expectation is that the state shall be train	mmends the awarded	l Contractor be brei	noted to staff acc	ordinally Firther the	

expectation is that the stall shall be trained in appropriate custodial best practices and supervised by a competent management learn member. The State shall conduct quality control hypections on a weekly basis, identifying deficiencies and requiring immediate corrective actions. Inadequate or insufficient cleaning of the courthouse will be grounds for default in accordance with Section 8 of the P-37 Agreement.

3. 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 the work.

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

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

4. PAYMENT

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <u>https://www.nh.gov/treasury</u>

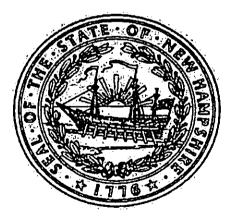


State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MCGURTY MAINTENANCE, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 29, 1998. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 207210 Certificate Number: 0005344883



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of April A.D. 2021.

William M. Gardner Secretary of State

A Second Seco



MCGUMAI-02

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

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.

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PRODUCER					CONTACT				
Knapton Reade & Woods Agency, Inc. 122:School Street						64-3422	FAX (AC, No); (603)	464-4066	
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| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD.101, Additional Remarks Schedule, may be attached if more space is required Workers Comp Info: States Included: NH. Members Excluded; Ryan Shaughnessy & Elora Schafer.

State of New Hampshire, Administrative Services

Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301

RE: Jaffrey Courthouse

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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AUTHORIZED REPRESENTATIVE

leabeth menit

BMERRITT