STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS

DIVISION OF ADMINISTRATION

P.O. BOX 1806

CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

Date Issued: November 3, 2008

Request for Proposals Terms and Conditions

Re: RFP Title – **Cleaning Services**
RFP Number - *NHDOC 08-07-GFDFS*
RFP Closing Date – 12-19-2008, at 2:00pm (*this is the last date proposals will be accepted)*

The mission of the New Hampshire Department of Corrections: *Our Mission is to provide a safe, secure, and humane correctional system through effective supervision and appropriate treatment of offenders, and a continuum of services that promote successful re-entry into society for the safety of our citizens and in support of crime victims.*

This mission is supported through contracts with non-profit corporations; public agencies (agency or department of municipal, county or state government); or by private proprietorships, partnerships, or corporations; or a consortium of public, non-profit, and private entities, that are awarded contracts through the State of New Hampshire Request for Bids (RFB) process.

Statement of Non-Discrimination:
The New Hampshire Department of Corrections does not discriminate in its employment practices or programs with regard to age, sex, race, color, creed, sexual orientation, ethnic background, marital status, or, physical or mental disability.

1. Brief Description: Attached is a Request for Proposals (RFP) and contract format for providing Cleaning Services for the following New Hampshire Department of Corrections (NH DOC), Division of Field Services (DFS) locations: Keene District Probation/Parole Office, 28 Mechanic Street, Keene, NH 03431, Nashua District Probation/Parole Office, 5 Pine Street Extension, #6 Mill South, Lot 11L, 1st Floor Suite, Nashua, NH 03060. The awarded contract(s) as a result of this RFP will be effective for the period beginning upon the location specific beginning date as listed in this RFP only after by the Governor and Executive Council (G&C) of the State of New Hampshire (NH) and is expected to remain in force until the expiration date of the specific location lease, as listed in this RFP.

2. Proposal Inquiries:
   2.1. All inquiries concerning this RFP shall be made in writing, citing the RFP Title, RFP Number, Page, Section, and Paragraph, and submitted to:

NH Dept. of Corrections Headquarters
Director, Division of Field Services
Michael McAlister
PO Box 1806
Concord, NH 03301-1806
Tel: (603) 271-5652
Fax: (603) 271-0414
mmcalister@nhdoc.state.nh.us.

2.2. All inquiries must be submitted by an individual authorized to commit the organization to provide the services necessary to meet the requirements of this RFP.
2.3. Inquiries must be received no later **November 28, 2008**.
2.4. Answers to all written inquiries received will be posted on the New Hampshire Department of Corrections website: http://www.nh.gov/nhdoc/business/rfp.html, on or prior to **December 5, 2008.**

3. Last Date of Inquiries: Inquiries must be received no later **November 28, 2008**.
Inquiries received after this date and time will be addressed only if they are deemed by the NH DOC to be critical to the competitive bid process. An official written answer will be provided to all questions meeting these requirements and will be posted on the NH DOC website (http://www.nh.gov/nhdoc/business/rfp.html).

4. Specifications: Vendors must submit proposals as specified. Any changes to the proposal specification will be posted on the NH DOC website: http://www.nh.gov/nhdoc/business/rfp.html, for all Vendors. Verbal agreements or instructions from any source are not authorized by the NH DOC.

5. Proposal Submissions:
5.1. Please submit **three (3) original** complete proposals signed in **blue ink**. These original proposals must be typed or clearly printed in **black ink**. **Corrections must be initialed**.
5.2. Proposals that are not complete or unsigned will be considered "technically non-compliant." The bidder will be so notified by the NH DOC and the proposal may be sent back to the Vendor.
5.3. Any proposal received after the deadline will be considered "technically non-responsive" and the bidder will be so notified by the NH DOC and the proposal shall be sent back to the Vendor unopened.
5.4. Do not staple any part of your proposals. Only use paper clips or binder clips to secure and separate your proposals.
5.5. Proposals must be **sealed** or they shall be sent back to the Vendor.
5.6. All proposals must be received by the Contract/Grant Administrator, PO Box 1806, Concord, NH, 03302-1806 no later than 2:00pm on the closing date of this RFP. Proposals may be hand delivered to room 324, 3rd Floor, of the Governor Gallen Complex Main Building, NH DOC, Contracts Unit, 105 Pleasant Street, Concord, NH, 03301.

6. Cancellation: The NH DOC reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.

7. Financial Commitment: Financial commitment by the NH DOC will not occur until such time as the G&C of the State of NH approve a contract.

8. Rejection of Proposals:
8.1. A Vendor's proposal may be rejected at any time if the Vendor:
8.1.1. has any interest that may, in the sole discretion of NH DOC, conflict with performance of services for the State;
8.1.2. fails to demonstrate to the satisfaction of NH DOC that it is in sound financial condition;
8.1.3. fails to make an oral presentation (if requested by NH DOC) at a time, place, and in a manner satisfactory to NH DOC; and
8.1.4. fails to reach agreement with NH DOC on all contract terms.

9. Other Remedies for Technically Non-Compliant/Non –Responsive Proposals:

9.1. The NH DOC, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases the NH DOC may:

9.1.1. seek clarification;

9.1.2. allow the Vendor to make minor corrections; or

9.1.3. apply a combination of the two remedies.

10. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP: If NH DOC decides to amend or clarify any part of this RFP, a written amendment will be provided to all prospective Vendors on the NH DOC website: http://www.nh.gov/nhdoc/business/rfp.html, NH DOC, at its discretion, may amend the RFP at any time prior to the deadline for submission of proposals and terminate this procurement in whole or in part at any time. This RFP does not commit NH DOC or the State to pay any costs incurred in preparing a proposal.

11. Proposal Submission: Prospective Vendors shall comply with instructions as specified in the Proposal Submission Instructions and ensure **sealed** offers are received by the NH DOC by the date, time and location identified by the vendor on the Coversheet.

12. Competition: The NH DOC encourages free and open competition among Vendors. Specifications, proposals, and conditions are designed to accomplish this objective, consistent with the NH DOC needs and guidelines.

13. Collusion: The Vendor's signature on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of NH from obtaining the best possible competitive proposal.

14. Disclosure of Sealed Proposal: A Vendor's disclosure or distribution of proposals other than to the NH DOC will be grounds for disqualification.

15. More than One Submission: If submitting proposals for more than one NH DOC location, submit each different proposal in the same fashion as indicated herein. Proposals that are not complete or unsigned will not be considered. Any proposal received after the deadline will be considered "technically non-responsive" and the Vendor will be so notified by the NH DOC. Do not submit only one proposal for all locations, this proposal will not be accepted and will be returned to the Vendor as technically non-responsive/non-compliant. Each location needs its own separate proposal submitted in the same manner as listed in section 5 of RFP Terms and Conditions.

16. Document Alterations/Changes/Omissions: It is unlawful to make any alteration(s) to the text or format of this document, or the text or format of any addendum or attachment to this document. A signature of the person authorized to legally bind the vendor to the terms of this RFP on the Cover Sheet signifies that no alterations have been made to the original text or format of this RFP. Any alterations made to the original text of this document may result in your proposal being considered technically non-compliant.

17. Evaluation Criteria/Procedural:

17.1. The proposal shall be subject to a procedural review by the Contract Administrator prior to any other evaluation reviews to ensure the Proposal(s) submitted:

17.1.1. conform in form and format to the instructions contained within the RFP;

17.1.2. is complete;

17.1.3. is properly executed; and

17.1.4. contains all required supporting documentation.

18. Terms of Submission: All material received in response to this RFP shall become the property of the NH DOC and will not be returned to the Vendor. Regardless of the Vendor(s) selected, the NH DOC reserves the right to use any information presented in a proposal. The content of each Vendor's proposal(s) shall become public information once a contract has been awarded and approved by the G&C of the State of NH.

19. Vendor Responsibility: The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal, and any resulting contract.

20. Evaluation and Award of Contract:
    - 20.1. The NH DOC has approved this Request for Proposals (RFP) for issue.
    - 20.2. The RFP process is a procurement option allowing the NH DOC to award a contract based upon the evaluation criteria established by the NH DOC.
    - 21.2. Upon review by NH DOC and approval by the G&C, the signed contract shall become valid.
    - 21.3. NH DOC, may upon determining that no satisfactory applications have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package, and/or issue another RRP for this particular service.

22. Liability: The NH DOC shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal, or for work performed prior to contract issuance.

23. Best Interest of the State: If NH DOC determines it is in the best interest of the State, it may seek a "*BEST AND FINAL OFFER*" from Vendors submitting acceptable and /or potentially acceptable proposals. The "*BEST AND FINAL OFFER*" would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH DOC reserves the right to exercise this option.

24. Proposal Review and Evaluation Criteria:
    - 24.1. NH DOC will conduct an objective review of proposals received in response to this RFP process.
    - 24.2. The evaluation will be based on the demonstrated capabilities of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.
    - 24.3. The NH DOC will award contract(s) based on the calculation of total cost of services.
    - 24.4. The NH DOC reserves the right to accept or reject any bid, and to waive any minor irregularities in any bid.

25. Special Notes:
    - 25.1. The NH DOC reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
    - 25.2. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.
    - 25.3. The solicitation of the RFP shall not commit the NH DOC to award a contract.
    - 25.4. Financial commitment by the NH DOC will not occur until such time as the G&C of the State of NH approve a contract.
    - 25.5. The headings of the sections of this RFP are for convenience only and shall not affect the interpretation of any section.

26. Schedule of Events (Timetable):

26.1. Table

Event #	Description of Event	Date of Event
1.	RFP Issued	11/3/2008
2.	Written Inquiries Due	11/28/2008
3.	Responses to Inquiries	12/5/2008
4.	Proposals Due	12/19/2008
5.	Best & Final Offer	if necessary
6.	Contract Finalization	1/2009 - 2/2009
7.	Approval by the G&C	1/2009 - 2/2009
8	Start Services	As specified in RFP

Note: The NH DOC reserves the right to modify this above schedule of events at any time.

27. Insufficient Response: NH DOC, may upon determining that no satisfactory applications have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package, and/or reissue a RFP for this particular service.

Responding to RFP Number: Please indicate by RFP number, title and location, which RFP your organization is responding to. The RFP Title and Number can be found on the first page of this document. Submit a separate proposal for each location. Do not submit one proposal for multiple locations.

Total Cost: From Exhibit B, section 4., item 4.2. Equals the Total Cost **(For NH DOC Use Only)**.

Vendor: Organization name as it appears on the Certification of Good Standing provided by NH Secretary of State.

> Note: In order to obtain the Certificate of Good Standing, write directly to the Secretary of State, Corporate Division, State House Room 204, 107 North Main Street, Concord, NH 03301-4989. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for $5.00 made payable to the *State of New Hampshire*. In the event that you need to expedite the request, you may fax the request to 603-271-3247 or go in person to request a copy and you will be billed $30.00 for the expedited service. Include your mailing address, corresponding check number, and telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.

Address: Address as identified on Alternate W-9 and actual location(s) of vendor business. Not a PO Box number.

Signature/Initials/Date: Person authorized to legally bind the vendor to the terms of this application and a Standard State Contract (P-37) must sign and initial this line.

Date: Date the document is signed.

Title: Title of the officer signing the contract.

Type or Print Name Signed Above: Typewritten name of the Officer granted authorization by the organization to enter into a binding agreement and responsible for the implementation of the service.

Contact Person: Name of a representative responsible to service this contract.

Telephone: Telephone number of the Contact Person.

E-mail: E-mail address of the Contact Person.

Fax: Number where a fax can reach the Contact Person.

Proposal Cover Sheet

PROPOSAL FOR: The provision of Cleaning Services for the following NH DOC, Division of Field Services locations: Keene District Probation/Parole Office, 28 Mechanic Street, Keene, NH 03431, Nashua District Probation/Parole Office, 5 Pine Street Extension, #6 Mill South, Lot 11L, 1st Floor Suite, Nashua, NH 03060.

OFFER: The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the PROPOSAL in accordance with the specifications contained herein.

Responding to RFP Number: NHDOC 08-07-GFDFS

Indicate which location this proposal is being submitted in reference to:

Please Only Circle One: **Keene** **Nashua**

TOTAL COST (Exhibit B, section 4., item 4.2.): $_____ **(For NH DOC Use Only)**

The signer of the Vendor below signifies the assent of the Vendor to all of the terms and conditions of this RFP unless exception is taken, in writing.

VENDOR:_____
Name of Corporation or Respondent

ADDRESS:_____
Street Address

_____
City or Town State Zip Code

_____ _____ _____
Signature Initials Date

_____
Title

_____
Print Name of Signatory

Contact Person: _____

Telephone:_____

E-Mail: _____ Fax: _____

Materials to be Submitted

- Please submit **three (3) original** complete proposals signed in **blue ink**. These original copies must be typed or clearly printed in **black ink**. All corrections must be initialed.
- Proposals that are not complete or unsigned will be considered "technically non-compliant".
- Any proposal received after the deadline will be considered "technically non-responsive" and the Vendor will be so notified by the NH DOC and the proposal will be sent back to the Vendor unopened.
- Do not staple any part of your proposals. Only use paper clips or binder clips to secure and separate your proposals.
- Proposals must be **sealed** or they will not be accepted.

If your organization is interested in bidding, please complete and return the following:

- ❑ Proposal Cover Sheet;
- ❑ Exhibit A – Scope of Services;
- ❑ Exhibit B – Estimated Budget/Method of Payment;
- ❑ Exhibit C – Special Provisions;
- ❑ Exhibit D – Selection/Evaluation Process and Criteria
- ❑ Attachment 1 - Rules of Conduct for Persons Providing Contracted Services;
- ❑ Attachment 2 - Administrative Rules;
- ❑ Attachment 3 - Confidentiality of Information Agreement;
- ❑ Attachment 4a, b, or, c - Certificate of Authority (execute and submit only the one that applies);
- ❑ Attachment 5 - Alternate W-9 Form;
- ❑ Attachment 6 - Contract Form P-37; Please fully execute: Items 1.3, 1.4, 1.12.

Other necessary forms:

- ❑ Certificate of Good Standing: (Dated after April 1, 2008

  In order to obtain a Certificate of Good Standing, write directly to the Secretary of State, Corporate Division, State House Room 204, 107 North Main Street, Concord, NH 03301-4989. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for $5.00 made payable to the *State of New Hampshire.*

  In the event that you need to expedite the request, you may fax the request to (603) 271-3247 or go in person to request a copy and you will be billed $30.00 for the expedited service.

  Include your mailing address, corresponding check number, telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.

- ❑ Certificate of Insurance Coverage: (Current)

  You must contact your Insurance provider and follow their processes to get this form pursuant to section 14 of the State Long Form Contract (P-37). The NH DOC, PO Box 1806, Concord, NH, 03302-1806 must be listed at the certificate holder on the document. Once obtained you may include it with your responding Proposal. The Insurance Certificate must maintain a ten (10) day written cancellation notice to the certificate holder. If necessary you may have your insurance provider fax the NH DOC a copy of the form. Faxes are to be sent to: (603) 271-5639, care of the Contract Administrator.

Proposals received from qualified Vendors will be evaluated on a 'Best Value' basis using the criteria identified is this section. The State expects to contract with one Vendor.

1. Proposal Receipt and Review:
   - 1.1. Proposals will be reviewed to initially determine if minimum submission requirements have been met.
   - 1.2. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the Request for Proposals to permit a complete evaluation.
   - 1.3. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
   - 1.4. The NH DOC will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only.
   - 1.5. The proposal will not be publicly opened.
   - 1.6. The NH DOC reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
   - 1.7. The NH DOC may cancel the procurement and make no award, if that is determined to be in the best interest of the NH DOC and/or the State of NH.
2. Evaluation Criteria: Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this Request in a cost-effective manner. Specific criteria are:
   - Technical experience required and ability to meet the department needs;
   - Pricing.
3. Public Disclosure: RSA 21-I: 13-a, provides, in part, that no information shall be made available to the public concerning invitations or proposals for public bids from the time the proposal is made public until a contract is actually awarded in order to protect the integrity of the public bidding process. Accordingly, the State has determined that information contained in proposals submitted in response to any RFP shall not be released to the public until the G&C State of NH approve a contract. At that time, all proposals will be disclosed to the public to the extent required by the statutes governing access to public records and meetings, RSA Ch. 91-A.

   Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors.

   Proposals will be made available to the public after all discussions, negotiations, final awards have been made and after G&C approval. The NH DOC reserves the right to reject any and all proposals submitted in response to this RFP.

4. Selections, Notification, and Award of Contract: Although proposals may be accepted and a contract awarded without discussion, the NH DOC may initiate discussions should clarification or negotiation become necessary. These discussions will usually be limited to all acceptable proposals but may also be extended to the potentially acceptable proposals. Vendors shall be prepared to send qualified personnel to discuss technical and contractual aspects of the proposal.
   - 4.1. If the NH DOC awards a contract relative to this RFP, a letter shall advise the successful Vendor(s).
   - 4.2. Public announcements or news releases pertaining to any contract awarded shall not be made without the written permission of the NH DOC.

1. **Keene DO** Cleaning Contract Term: This contract begins the first day of the month following Governor and Executive Council approval through March 31,2012.
2. Required Services one (1) time per week:
    a. Vacuum all carpeted areas in the office.
    b. Sweep and mop linoleum floors and restrooms.
    c. Dust blinds/drapes.
    d. Empty all trash receptacles and replace liners as needed. Trash to be removed from the building/premise.
    e. Spot clean counter tops, doors and casings, walls, light fixtures of dust, dirt, and fingerprints.
    f. Clean restrooms to include sinks and toilets.
    g. Clean sink in kitchen area.
2. Requirement two (2) times per year to be accomplished on dates agreeable between parties:
    a. Shampoo all carpeted areas in office space.
3. Requirement one (1) time per year to be accomplished on dates agreeable between parties:
    a. Wash inside windows.
4. Contractor will comply with all policies of the NH DOC not to have any persons affiliated with probation, parole, or criminal police records employed for this service.
5. Cleaning Services are to be rendered on a weekly basis, on day and times as agreeable between the Chief Probation/Parole Officer of each District Office and the Vendor.
6. All cleaning supplies and equipment are to be provided by the Vendor.
7. District Office Locations for which Cleaning Services are needed (each location listed below requires its own proposal):

    Keene – 28 Mechanic Street, Keene, NH 03431
    i. Ten (10) rooms,
    ii. One (1) toilet/bathroom,
    iii. Two (2) sinks,
    iv. Thirteen (13) trash receptacles, replace liners.

1. Method of Payment: Services are to be billed monthly commencing 30 days after the start of service, invoices are to be sent in duplicate to the respective District Office of which the contract is for:

Keene
* NH DOC Keene District Office 28 Mechanic Street Keene, NH 03431

* The location of this lease may change during the term of this contract from what is specified herein. All terms, conditions and obligations of this contract shall be binding and in full force to the new location. Any new location is expected to be in Keene NH.

2. Issuance of Payment: The NH DOC, Bureau of Financial Services, will issue payment to the Vendor within 30 days of receipt of an approved invoice.

3. Location of Services for this Proposal (***circle or highlight one only***):

Location:	Keene
Lease Expiration Date by District Office:	** 4/2/2012

** Expected Date of Lease Expiration

4. Estimated Budget:

4.1. Monthly Cost: $_____

4.2. Total Cost (contract price limitation): $_____**For NH DOC Use Only.**

4.3. Calculation used to arrive at the Total Cost, above listed as number 4.2, is equal to number 4.1. Monthly Cost (provided by Vendor) multiplied by the estimated number of months of the commencement dates of this contract.

5. Invoices: Invoices will be sent to the Probation/Parole Office being serviced through the contract for field approval before being sent to the Division Director for approval. Once both of these approvals are acquired the original invoices will be sent to the NH DOC, Bureau of Financial Services, for processing and issuance of payment.

<u>Exhibit A</u>

Scope of Services

1. **Nashua DO** Cleaning Contract Term: This contract begins March 1, 2009, or, upon the first day of the month following Governor and Executive Council approval, which ever is later, through February 28, 2014.
2. Required Services one (1) time per week:
    a. Vacuum all carpeted areas in the office.
    b. Sweep and mop linoleum floors and restrooms.
    c. Dust blinds/drapes.
    d. Empty all trash receptacles and replace liners as needed. Trash to be removed from the building/premise.
    e. Spot clean counter tops, doors and casings, walls, light fixtures of dust, dirt, and fingerprints.
    f. Clean restrooms to include sinks and toilets.
    g. Clean sink in kitchen area.
2. Requirement two (2) times per year to be accomplished on dates agreeable between parties:
    a. Shampoo all carpeted areas in office space.
3. Requirement one (1) time per year to be accomplished on dates agreeable between parties:
    a. Wash inside windows.
4. Contractor will comply with all policies of the NH DOC not to have any persons affiliated with probation, parole, or criminal police records employed for this service.
5. Cleaning Services are to be rendered on a weekly basis, on day and times as agreeable between the Chief Probation/Parole Officer of each District Office and the Vendor.
6. All cleaning supplies and equipment are to be provided by the Vendor.
7. District Office Locations for which Cleaning Services are needed (each location listed below requires its own proposal):

Nashua- 5 Pine Street Extension, #6 Mill South, Lot 11L, 1st Floor Suite, Nashua, NH 03060

i. Eleven (11) rooms,
ii. Three (3) toilet/bathroom,
iii. Five (5) sinks,
iv. Twelve (12) trash receptacles, replace liners.

5. Method of Payment: Services are to be billed monthly commencing 30 days after the start of service, invoices are to be sent in duplicate to the respective District Office of which the contract is for:

Nashua
* NH DOC Nashua District Office 5-I Pine St. Ext #6 Mill South Nashua, NH 03060

* The location of thes lease may change during the term of this contract from what is specified herein. All terms, conditions and obligations of this contract shall be binding and in full force to the new location. Any new location is expected to be in Nashua NH.

6. Issuance of Payment: The NH DOC, Bureau of Financial Services, will issue payment to the Vendor within 30 days of receipt of an approved invoice.

7. Location of Services for this Proposal (***circle or highlight one only***):

Location:	Nashua
Lease Expiration Date by District Office:	** 2/28/2014

** Expected Date of New Lease Expiration

8. Estimated Budget:

4.4. Monthly Cost: $_____

4.5. Total Cost (contract price limitation): $_____**For NH DOC Use Only.**

4.6. Calculation used to arrive at the Total Cost, above listed as number 4.2, is equal to number 4.1. Monthly Cost (provided by Vendor) multiplied by the estimated number of months of the commencement dates of this contract.

5. Invoices: Invoices will be sent to the Probation/Parole Office being serviced through the contract for field approval before being sent to the Division Director for approval. Once both of these approvals are acquired the original invoices will be sent to the NH DOC, Bureau of Financial Services, for processing and issuance of payment.

1. Information (Note: This section shall survive the termination of the Contract): For the purposes of sections 1.1 through 1.5 below the term "information" shall include: NH DOC information; information of those under NH DOC control; and employees, or those contracted by the NH DOC and/or the State of NH.
   1.1. In performing its obligations under the Contract, the Vendor may gain access to information, including confidential information. The Vendor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for Vendor's performance under the Contract.
   1.2. The Vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction, all information that becomes available to the Vendor in connection with its performance under the Contract.
   1.3. Any disclosure of information shall require prior written approval of the NH DOC. The Vendor shall immediately notify the NH DOC if any request, subpoena or other legal process is served upon the Vendor regarding any information, and the Vendor shall cooperate with the NH DOC in any effort it undertakes to contest the subpoena or other legal process.
   1.4. In the event of unauthorized use or disclosure of information, the Vendor shall immediately notify the NH DOC, and the NH DOC shall immediately be entitled to pursue any remedy at law, including, but not limited to injunctive relief.
   1.5. Insofar as the Vendor seeks to maintain the confidentiality of its confidential or proprietary information, the Vendor must clearly identify in writing the information it claims to be confidential or proprietary. The Vendor acknowledges that the NH DOC is subject to the Right to Know law, RSA Chapter 91-A. The NH DOC shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with RSA Chapter 91-A. In the event the NH DOC receives a request for the information identified by the Vendor as confidential or proprietary, the NH DOC shall notify the Vendor and specify the date the NH DOC will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be the Vendor's sole responsibility and at the Vendor's sole expense. If the Vendor fails to obtain a court order enjoining the disclosure, the NH DOC shall release the information on the date specified in the NH DOC notice to the Vendor.
2. Change of Ownership: In the event that the Vendor should change ownership for any reason whatsoever, the NH DOC shall have the option of continuing under the Contract with the Vendor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or its successors or assigns for such period of time as determined necessary by the NH DOC, or immediately terminate said the Contract.
3. Cancellation of the Contract:
   3.1. The NH DOC reserves the right to accept or reject any or all proposals and to cancel this RFP in whole or in part upon written or published notice of intent to do so.
   3.2. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.
   3.3. Financial commitment by the NH DOC will not occur until such time as the G&C of the State of NH approve a contract.

4. Contract Requirements/Specifications: Any failure of the contractor to meet the requirements of this contract shall constitute an event of default and provide justification for the NH DOC, acting for the State of NH, to immediately terminate said contract.
   4.1. Upon agreement of both parties and upon approval from the G&C of the State of NH additional equipment and/or other facilities belonging to the NH DOC may be added to the contract.
   4.2. Failure to meet the requirements of the contract by the contracting vendor will automatically grant approval for the NH DOC to hire another contractor to complete services at the contracting vendor's expense.
5. The contractor shall be responsible for providing the name, DOB and Social Security number of all employees the contractor plans to assign to work at the NH DOC facilities. The NH DOC will do a criminal record check on all prospective workers who might be assigned to any departmental facility. Anyone who is found to have a criminal record may not be allowed to work at these facilities. Names must be submitted to the Department of Administrator of Services at least seven (7) days before work is scheduled to begin. Any new employees that are assigned to work at any NH DOC facility, the same rules apply for the duration of the contract. The Contractor shall follow the NH DOC *Rules of Conduct* and the *Administrative Rules* that follow. Any and all tools, containers and vehicles the contractor needs to provide the required services must be inventoried and are subject to search by security staff before entering and leaving the facility.
6. Embodiment of the Contract:
   6.1. The Contract between the NH DOC and the Vendor shall consist of:
      6.1.1. The Exhibit A, B, and C, and any amendments thereto;
      6.1.2. The proposal submitted by the Vendor in response to the RFP;
   6.2. The NH DOC reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal.
7. Right to Remedy: No provision in this document or in the Vendor's proposal shall be construed, expressly or implicitly, as a waiver by NH DOC of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract.
8. Cancellation of Contract:
   8.1. The NH DOC may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.
   8.2. Should the NH DOC exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.
   8.3. The NH DOC reserves the right to terminate the Contract for the convenience of State government without penalty or recourse by giving the Vendor a written notice of such termination at least 60 days prior to the effective termination date.
9. Confidentiality: Any Vendor that is awarded a Contract must comply with all state and federal laws and regulations relating to confidentiality and privacy, including, but not limited to, rules or regulations of NH DOC.
10. Special Notes: The headings of the sections of this RFP are for convenience only and shall not affect the interpretation of any section.

N.H. DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
    a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
    b. Giving or selling of anything
    c. Accepting or buying anything

2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to Department of Corrections' property.

3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.

4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.

5. All rules, regulations and policies of the Department are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for assistance from a staff member before advancing any further.

6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.

7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

_____	_____	_____
Name	Signature	Date
_____	_____	_____
Witness Name	Signature	Date

N.H. DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

(a) Any substance or item whose possession in unlawful for the person or the general public possessing it including but not limited to:
   (1) narcotics
   (2) controlled drugs or
   (3) automatic or concealed weapons possessed by those not licensed to have them.

(b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.

(c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.

(d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.

(e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness i8f the entire available quantity were consumed alone or in combination with other available substances.

(f) Any intoxicating beverage.

(g) Sums of money or negotiable instruments in excess of $100.00.

(h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit

(i) The following types of items in the possession of an individual who is not in a vehicle, but shall not be contraband stored in a secured vehicle:

   (1) knives and knife-like weapons
   (2) clubs and club-like weapons
   (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity
   (4) pornography or pictures of visitors or prospective visitors undressed
   (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials
   (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued.
   (7) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes.
   (8) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on NH DOC grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

(a) Any person or property on state prison grounds shall be subject to search to discover contraband…
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

(b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.

(c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked… All items and clothing carried into the institution… shall be searched for contraband.

Name	Signature	Date
Witness Name	Signature	Date

N.H. DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH DOC that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the New Hampshire Department of Corrections. If inmates or residents of the NH DOC, or, anyone outside of the NH DOC's employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH DOC, and file an incident report or statement report with the appropriate NH DOC representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Name	Signature	Date
Witness Name	Signature	Date

CERTIFICATE OF AUTHORITY
WITH SEAL
(Corporation)

I, _____, do hereby certify
(Name of Clerk of the Corporation, can not be the one who signed the contract)

that:

I am a duly elected Clerk of _____.
(the Corporation)

1. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on _____.
(date given authority)

   RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, for the provision of _____ services.

   RESOLVED: That the _____
(Title of the one who signed the contract)
is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

2. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of _____.
(today's date)

3. _____ is the duly elected
(Name of one who signed contract)

   _____ of the
(Title of one who signed the contract)

   Corporation.

   _____
   Signature of the Clerk of the Corporation

(CORPORATE SEAL)

CERTIFICATE OF AUTHORITY
(Sole Proprietor)

I, _____, as a Sole Owner of my Business, _____ certify that I am authorized to enter into a contract with the State of New Hampshire, Department of Corrections on behalf of myself.

IN WITNESS WHEREOF, I have set my hand as the Sole Owner of the Business this _____ day of _____, 20___.

_____

Sole Owner

STATE OF _____

COUNTY OF _____

On this the _____ day of _____, 20___, before me, _____ _____ the undersigned Officer, personally appeared _____, who acknowledge her/himself to be the Sole Owner, of _____, a Business, and that she/he, as such Sole Owner being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Business by her/himself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(OFFICIAL SEAL)

_____
Notary Public / Justice of the Peace

My Commission Expires: _____

CERTIFICATE
(Partnership)

I, _____, a Principle of _____, do hereby certify that:

1. I am a Principle of _____, a partnership (the "Partnership") and Partner-in-Charge of the _____ Office of the Partnership;

2. I maintain and have custody of a copy of the Partnership Agreement of the Partnership and a list of the General Partners and Principles of the Partnership assigned to the _____ Office;

3. I am duly authorized to issue certificates with respect to such Partnership Agreements and such General Partners and Principals;

4. I have attached hereto as Certificate, Attachment 5c, a true, accurate and complete excerpt of the relevant provision of the Partnership Agreement of the Partnership setting forth the authority of a Principal of the Partnership to enter into and sign agreements in the name of and on behalf of the Partnership;

5. _____, is on the date hereof, and since or before _____, 20 ____ has been, a Principal of the Partnership as referred to in Certificate Exhibit A attached hereto;

6. As a Principal of the Partnership she/he is fully authorized on behalf of and in the name of the Partnership to enter into and to take any and all actions to execute, acknowledge and deliver the contract with the State of New Hampshire, acting through the Department of Corrections, Division of Administration, providing for the performance by the Partnership of certain _____ services, and any and all documents, agreements and other instruments (and any amendments, revisions, or modifications thereto) as she/he may deem necessary, desirable or appropriate to accomplish the same;

7. The signature of _____, as Principal of the Partnership affixed to any instrument or document described in or contemplated by the preceding paragraph shall be exclusive evidence of the authority of said Principal to bind the Partnership thereby;

8. The excerpt of the Partnership Agreement of the Partnership attached as Certificate Exhibit A has not been revoked, annulled, or amended in any manner whatsoever and remains in full force and effect as of the date hereof;

9. The following persons, whose signatures appear below, have been duly appointed or assigned to and now occupy the positions indicated below in the Partnership:

_____ _____
Signature Name and Title

_____ _____
Signature Name and Title

10. IN WITNESS WHEREOF, I have hereunto set my hand as a Principal of the Partnership this _____ day of _____, 20____.

STATE OF _____

COUNTY OF _____

On this, the _____ day of _____, 20_____, before me, _____, the undersigned Officer, personally appeared _____, who acknowledged her/himself to be the _____, of _____, a corporation, and that she/he, as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as _____.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(OFFICIAL SEAL)

_____
Notary Public / Justice of the Peace

My Commission Expires: _____

STATE OF NEW HAMPSHIRE

DEPARTMENT OF CORRECTIONS

DIVISION OF ADMINISTRATION

P.O. BOX 1806

CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

Alternate W-9 Form Instructions:

To establish your company as a vendor for the State of New Hampshire, an "Alternate W-9" form is required. This form is for IRS purposes. The following information may help you in completing this form.

Individuals and sole proprietors must use their social security number in combination with their name, while partnerships and corporations must use their Federal Identification Number in combination with their company name. A Company is not automatically a corporation – be sure of your status before completing this form. In all cases, the information in our files should reflect the same information you use to file your annual federal tax return.

Please return the completed "Alternate W-9" form to:

NH Department of Corrections
Attn: Contract Administrator
PO Box 1806
Concord, NH 03302-1806

Or the form may be faxed to: (603) 271-5639.

If you have any questions, please call (603) 271-5130.

Thank you for your assistance with this matter, and we look forward to many years of doing business with your company.

Sincerely,

Keith T. Ridings

Keith Ridings
Contract and Grant Administrator
NH Department of Corrections

STATE OF NEW HAMPSHIRE

ALTERNATE W-9 FORM

PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

PLEASE USE THIS FORM TO PROVIDE THE REQUESTED INFORMATION

Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the State whether or not you are required to file tax returns. If this number is not provided, you may be subject to a 28% withholding on each payment made to you. To avoid this 28% withholding & to ensure that accurate tax information is reported to the IRS, A RESPONSE IS REQUIRED.

If a service provider is a part of a GROUP PRACTICE, it is the group name & TIN which is required on this Alternate W-9. If the service provider is a SOLE PROPRIETOR, it is the individual name & TIN which is required on this Alternate W-9.

NAME: _____

ADD'L or D/B/A NAME: _____

BUSINESS ADDRESS: _____

CITY/TOWN: _____STATE: _____ZIP: _____

HOME ADRESS: _____

CITY/TOWN: _____STATE: _____ZIP: _____

TAXPAYER IDENTIFICATION NUMBER (TIN) as used on IRS tax return.

SSN___ ___ ___-___ ___ -___ ___ ___ ___ EIN/FIN ___ ___-___ ___ ___ ___ ___ ___ ___ ___

PRINCIPAL ACTIVITY (select only ONE).

☐ Service Provider ☐ Product/Merchandise Provider ☐ Other Provider

List principal type of service product or other you provide:
_____

DESIGNATION (select ALL which apply to you/your organization).

☐ Individual	☐ Government	☐ Personal Service Corporation
☐ Sole Proprietor	☐ Estate or Trust	☐ Health Care Provider
☐ Partnership	☐ Corporation	☐ Non-Profit (attach copy of exemption)

Under penalty of perjury, I declare that the information provided is true, correct & complete, to the best of my knowledge or belief.

NAME & TITLE (print or type)_____

TELEPHONE #: _____ SIGNATURE: _____DATE: _____

PLEASE RETURN WHEN COMPLETED TO: NH DEPT OF CORRECTIONS

On the next page (Form P-37) only execute the shaded sections. *Do Not* execute any other part of the document.

Subject: The Provision of DO Cleaning Services.

AGREEMENT

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

GENERAL PROVISIONS

1.Identification and Definitions

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant St. Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Account No. 010-046-8302-022	1.6 Completion Date	1.7 Audit Date N/A	1.8 Price Limitation $
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 1-603-271-5603	
1.11 Contractor Signature		1.12 Name & Title of Contractor Signor	

1.13 Acknowledgment: State of _____, County of _____, On _____(DATE), before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name & Title of Notary Public or Justice of the Peace

1.14 State Agency Signature(s)	1.15 Name/Title of State Agency Signor(s) William L. Wrenn, Commissioner

1.16 Approval by Department of Personnel (Rate of Compensation for Individual Consultants)

By: Director, On:

1.17 Approval by Attorney General (Form, Substance and Execution)

By: Assistant Attorney General, On:

1.18 Approval by the Governor and Council

By: On:

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

3. EFFECTIVE DATE: COMPLETION OF SERVICES.
3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date").
3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and 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 be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in 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 those 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 1.5 in the event funds in that account are reduced or unavailable.

CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.
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 RSA 80:7 through 7-C or any other provision of law.
5.4 Notwithstanding anything 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 of these general provisions.
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 vendor 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 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 (41C.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 and conditions of this Agreement.
7. **PERSONNEL**
7.1 The performance of the Services shall be carried out by employees of the Contractor. 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 The Contractor shall not hire, and shall permit no 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 has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
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.
8. **EVENT OF DEFAULT, REMEDIES.**
8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule; or
8.1.2 failure to submit any report required hereunder; or
8.1.3 failure to perform any other covenant 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; and
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; and
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
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 On and after the Effective Date, 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 RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require 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 to the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in 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, worker's compensation or other emoluments provided by the State to its employees.
12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or 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 shall survive the termination of this Agreement.
14. **INSURANCE AND BOND.**
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, both for the benefit of the State, 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 incident; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.
15. **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, or any subsequent Event. No express failure of 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 default on the part of the Contractor.
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, above.
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 Council of the State of New Hampshire.
18. **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.
19. **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.
20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.
21. **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 understanding.

Initials: _____

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It is unlawful to make any alteration to the text of this document.
A signature on this document signifies that no alterations have been made to the original text or format.

Filename: DFS Cleaning RFP, NHDOC 08-07-GFDFS, closing 2008 12-19
Directory: H:\Fiscal Mgt\Contract Lease Grant Files\A. Pressing Issues\Cleaning Contracts Temp File 2009
Template: C:\Documents and Settings\kridings\Application Data\Microsoft\Templates\Normal.dot
Title:
Subject:
Author: mmcalister
Keywords:
Comments:
Creation Date: 11/3/2008 10:58:00 AM
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