



REQUEST FOR PROPOSALS

Floor Cleaning Services

RFP 2018-08-FLR

July 13, 2018

Issued by:

NH Liquor Commission



New Hampshire

Liquor Commission

PO Box 503, Concord, NH 03302

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SECTION 1 – Overview and Schedule

A. Executive Summary

The New Hampshire Liquor Commission (“NHLC” or the “State”) seeks to procure floor cleaning services for its retail stores located throughout New Hampshire. The NHLC intends to enter a two-year contract with one or more floor care companies (“Contractor” or “Proposer”) commencing on or about August 15, 2018 and ending on July 31, 2020, with an option to extend for two additional terms of two years each, as mutually agreed.

B. Schedule

The following table sets forth the schedule of events for this Request for Proposals (“RFP”) through contract finalization and approval. The NHLC reserves the right to amend this Schedule at its sole discretion and at any time through a published Addendum. Any such Addendum will be effected by posting on the NHLC official website at https://www.nh.gov/liquor/public_notices.shtml. Proposers are responsible for checking the website.

<u>Event</u>	<u>Date</u>	<u>Local Time</u>
Request for Proposals Issued	Friday, July 13, 2018	12:00p.m.
Proposer Inquiry Period Ends	Monday, July 30, 2018	1:00 p.m.
NHLC Response to Proposer Inquiries	Thursday, August 2, 2018	10:00a.m.
Proposals Due	Thursday, August 9, 2018	2:00 p.m.
Estimated Notification of Selected Contractor and Begin Contract Negotiations	Friday, August 10, 2018	4:00 p.m.

SECTION 2 – Description of NHLC

The NHLC was established in 1933 following the repeal of prohibition. The NHLC regulates the manufacture, importation, storage, transportation, sale and use of wine, spirits and brewed beverages in New Hampshire.

In addition to regulating the alcoholic beverage business in New Hampshire, the NHLC is also a wholesaler and retailer of wines and spirits. The NHLC operates 79 retail stores throughout New Hampshire through which the NHLC sells wines and spirits to both consumers and NHLC licensees.

SECTION 3 – Proposed Scope of Work

A. Minimum Qualifications

The successful Contractor(s) must be able to clean, polish and maintain retail floor space in the NHLC's 79 Liquor and Wine Outlets. Size of the retail floor space and flooring material vary across stores. Flooring consists of vinyl composite tile (VCT), luxury vinyl tile (LVT), epoxy, ceramic tile, or rubber. Appendix C to this RFP provides the flooring material and retail square footage for each NHLC Liquor and Wine Outlet.

B. Deliverables

The proposed scope of work shall include, but not be limited to:

- 1) Cleaning and Polishing
 - a) For VCT floors:
 - i) Strip, clean and wax two (2) times per year.
 - b) For Epoxy floors:
 - i) Ph-neutral cleaning two (2) times per year;
 - ii) Scuff removal with each cleaning.
 - c) For LVT floors:
 - i) Ph-neutral cleaning two (2) times per year;
 - ii) Scuff removal with each cleaning.
 - d) For Ceramic Tile floors:
 - i) Ph-neutral cleaning two (2) times per year;
 - ii) Scuff removal with each cleaning.
 - e) For Rubber floors:
 - i) Ph-neutral cleaning two (2) times per year;
 - ii) Scuff removal with each cleaning.
- 2) Additional cleanings and waxing on a case-by-case basis according to need.
- 3) Contractor shall provide all cleaning, stripping and waxing supplies, which shall meet current industry quality standards for commercial applications.
- 4) Work shall be completed according to a *prearranged schedule*, which shall be coordinated with the NHLC Contracting Officer or his or her designee.

C. Additional Requirements

- 1) The Contractor's staff shall consist of qualified persons completely familiar with the products and equipment they use. The NHLC Contracting Officer(s) may require the Contractor to terminate such employees as they deem 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.
- 2) The NHLC may request that the Contractor provide security clearance and background checks for any Contractor representative working at any NHLC

location.

- 3) Contractor shall provide employee photo identification badges for all employees working on any resulting contract. Contractor employees or representatives shall wear the photo identification badges when working at any NHLC location.
- 4) The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 5) The Contractor or their staff shall not represent themselves as employees or agents of the State.
- 6) While on the State of New Hampshire's property, Contractor's staff shall be subject to control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 7) Contractor's staff shall observe all regulations or special restrictions in effect at the State Agency.
- 8) Contractor's staff shall be allowed only in areas where work is being performed. The use of state telephones is prohibited.
- 9) The Contractor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the work. The Contractor shall complete work to the satisfaction of the NHLC and in accordance with the specifications herein mentioned, at the price herein.
- 10) The Contractor shall secure and pay for all permits, inspections, and licenses necessary for the execution of work.
- 11) The Contractor shall take all responsibility for the work under this contract(s), for the protection of the work, and for preventing injuries to persons and damage to property and utilities on or about the work. The Contractor shall in no way be relieved of its responsibility by any right of the State to give permission or issue orders relating to any part of the work or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to it or to the NHLC on account of the amount or character of the work, or because the nature of the area in or on which the work is done differs from what was estimated or expected, or on account of the weather, elements, or other causes.
- 12) Subcontractors
 - a) Any Contract resulting from this RFP shall not, in whole or in part, be subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval by the State.
 - b) If subcontractors are to be used, the Contractor must clearly explain their participation in its bid.
 - c) If subcontractors are to be used, the Contractor must include in its bid the

subcontractor business name, address, contact person and references of three current clients.

- d) The Contractor shall be directly responsible for subcontractor's performance and work quality when used by the Contractor to carry out the scope of the job.
- e) Subcontractors must abide by all terms and conditions under this RFP and any resulting contract.

SECTION 4 – Process for Submitting a Proposal

A. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the NHLC no later than the date and time specified in the Schedule in Section 1. Proposals must be addressed to:

**Katherine de Oliveira
New Hampshire Liquor Commission
50 Storrs St
P.O. Box 503
Concord NH 03302**

Proposals must be clearly marked as follows:

**NEW HAMPSHIRE LIQUOR COMMISSION
RESPONSE TO RFP 2018-08-FLR
Request for Proposals for Floor Cleaning Services**

All sections of the RFP must be completed and delivered to the NHLC by the submission deadline. Do not alter any parts of this RFP. Late submissions will not be accepted and will be returned to the Proposer unopened. Preparation and delivery of the Proposals shall be at the Proposer's expense.

A Proposal shall be deemed received on the date and at the time officially documented by the NHLC as having been received at the location designated above. The NHLC accepts no responsibility for mislabeled mail or mail that is not delivered or that is undeliverable for whatever reason. Any damage that may occur due to shipping shall be the Proposer's responsibility. Proposals transmitted by facsimile or email will not be accepted.

Contractors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, division of procurement and support services, pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this proposal.

Failure to answer all sections or to follow instructions may be grounds for rejection of a proposal.

B. Proposal Inquiries

All inquiries concerning this RFP, including requests for clarifications, requests for changes to the RFP, and questions regarding the state form contract P-37 shall be submitted via email to Katherine de Oliveira at Katherine.deoliveira@liquor.nh.gov, who shall be the single point of contact for this RFP.

All inquiries must be received by the RFP point of contact no later than 2:00 p.m. on July 19, 2018. Inquiries received later than the conclusion of the Proposer Inquiry Period shall not be considered properly submitted and may not be considered.

The NHLC intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule in Section 1; however, this date is subject to change at the NHLC's discretion. The NHLC may consolidate or paraphrase questions for efficiency and clarity. The NHLC may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the NHLC. Official responses by the NHLC will be made only in writing by posting on the NHLC website at https://www.nh.gov/liquor/public_notices.shtml.

Proposers shall be responsible for reviewing the most updated information related to this RFP before submitting a proposal.

C. Restriction of Contact with NHLC Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, *all communication with personnel employed by or under contract with the NHLC regarding this RFP is forbidden* unless first approved by the RFP Point of Contact listed in the Proposal Inquiries section, herein. NHLC employees have been directed not to hold conferences or engage in discussions concerning this RFP with any potential contractor during the selection process, unless otherwise authorized by the RFP Point of Contact. Proposers may be disqualified for violating this restriction on communications.

D. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals or until the Effective Date of any resulting Contract, whichever is later.

SECTION 5 - Content and Requirements for a Proposal

Proposals shall follow the following format and provide the required information set forth below:

A. Technical Proposal (50 points)

Contractor Profile & Experience

Describe the company's background and ability to maintain the flooring for the stores included in this RFP. Include the following information:

1. Full legal company name;
2. Year business started;
3. If applicable, information on any parent or subsidiary relationships;
4. State of formation;
5. Location of headquarters;
6. Current number of individuals employed; and
7. Relevant licenses or certifications held

Provide a detailed summary of the company's experience maintaining commercial flooring, with emphasis on the retail environment. Include examples of projects completed for retail businesses where the size and scope are similar to the size of the NHLC and the size and scope of this project. Provide three (3) detailed references by customer, including the name, current address and telephone number of the responsible official who may be contacted. The NHLC reserves the right to contact any and all persons listed by the Contractor concerning past work experience. All contact information must be current. The NHLC shall not be responsible to search for contact information.

Use of Subcontractor

The use of a subcontractor(s) on this project must be approved by the NHLC in advance of any work being done by that subcontractor. If one or more subcontractors will be used, provide the following information for the subcontractor(s):

1. Full legal company name;
2. Physical and mailing address;
3. Contact person, including current contact information
4. Three (3) references for clients currently being served.

B. Price Proposal (50 points)

Each Contractor shall submit a completed Price Proposal on the forms provided in Appendix B.

C. Best Practices – Additional Services

Proposers are invited to describe any additional recommended services for maintaining floors in the NHLC Liquor and Wine Outlets. NHLC retail stores build

displays by arranging products in cases directly on the sales floor. It requires a significant amount of time and manpower to break down and remove displays to clear the floor for cleaning and polishing and then to rebuild the displays. The NHLC's goal is to balance the disruption to the retail operation while maintaining a clean and inviting retail store. The NHLC shall be the sole determinant in accepting or rejecting any additional service offerings.

Please describe any recommended additional services and provide pricing for the services recommended in the following table:

Floor Type	Description of Additional Services	Price per 1,000 sq. ft.
VCT		\$ _____
Epoxy		\$ _____
LVT		\$ _____
Ceramic Tile		\$ _____
Rubber		\$ _____

SECTION 6 – Evaluation of Proposals

A. Criteria for Evaluation and Scoring

The NHLC Evaluation Committee will review and evaluate each responsive Proposal according to the criteria outlined below using a scoring scale of 100 points:

CATEGORIES	POINTS	
TECHNICAL		50
Experience – Contractor Company and Staff Experience	25	
Capacity – Contractor’s organizational capacity and work plan for meeting the project needs and potentially aggressive time lines, including time required to properly clean and polish each flooring type	25	
PRICE		50
Total Price by Zone	25	
Price by Square Foot	25	
TOTAL POTENTIAL POINTS		100

The NHLC will select a Proposer based upon the criteria and standards contained in this RFP and according to the weighting indicated above. Reference checks, to the extent they are utilized by the NHLC, will be used to refine and finalize scores.

B. Planned Evaluations

The NHLC plans to use the following process:

1. Initial screening to ensure that the Proposals are in compliance with submission requirements;
2. Evaluation of Technical Proposals and scoring;
3. Review of Price Proposals and final scoring;
4. Best and Final Offer (BAFO), if appropriate; and
5. Select the highest scoring Proposer and begin contract negotiation.

C. Initial Screening

The NHLC will conduct an initial screening step to verify Proposer compliance with the technical submission requirements set forth in this RFP. The NHLC may waive or offer a limited opportunity to cure immaterial deviations from the RFP requirements if it is determined to be in the best interest of the State.

D. Technical Scoring of Proposals

The NHLC will establish an evaluation team to score the Technical Proposals. The evaluation team will review and score the technical proposals according to the criteria set forth in Section 6A.

E. Price Proposal Review

The evaluation team will unseal and review Price Proposals after the Technical Proposals have been scored. The Price Proposal submission form is at Appendix B.

The Price Proposal will be allocated a maximum potential score of 50 points. The following formula will be used to assign points for scoring:

$$\text{Contractor's Price Proposal Score} = \left(\frac{\text{Lowest Proposed Price}}{\text{Contractor's Proposed Price}} \right) \times \text{Total Possible Points}$$

For the purpose of evaluating price proposals, the “Lowest Proposed Price” is defined as the lowest price proposed by a Proposer that received a technical scored above the minimum necessary for consideration.

Proposers are advised that this **is not a lowest bid award** and that the score of the Price Proposal will be combined with the other categories to determine the highest scoring Proposer.

F. Best and Final Offer

Upon completion of the scoring process, the NHLC may, at its sole discretion, invite the highest scoring Proposers to submit a “Best and Final Offer” (BAFO) for the NHLC’s consideration. The NHLC reserves the right to select the Proposer based solely on the initial proposals and is under no obligation to solicit or accept a BAFO from any Proposers. Proposers are encouraged to provide their most competitive prices in their initial proposals in the event the NHLC does not request a BAFO.

If the NHLC invites a Proposer to submit a BAFO, the NHLC will provide a submission deadline. The NHLC may communicate in writing to any Proposer selected to participate in the BAFO any price or cost targets that the NHLC is seeking in the BAFO. All restrictions on contact with NHLC employees outlined in Section 4C shall remain in effect for the BAFO period.

Each invited Proposer may only make one BAFO. The BAFO may not alter the substance of the Proposer’s technical proposal. The BAFO may only amend the Proposer’s initial price proposal.

To the extent the NHLC solicits and receives a BAFO pursuant to this section, the NHLC will re-score the BAFO participants’ price. The NHLC will not select a Proposer based on the lowest priced BAFO proposal. A final selection, if any, shall be based on the combined score of the technical proposal and BAFO price proposal. Only those Proposers who were invited to submit a BAFO will be considered for the award.

G. Final Selection

The NHLC will conduct a final selection based on the final evaluation of the initial proposals or, if requested, as a result of the Best and Final Offer and begin contract negotiations with the selected Proposer. If the NHLC determines to make an award, the NHLC will issue an “intent to negotiate” notice to a Proposer based on these evaluations. Should the NHLC be unable to reach agreement with the selected Proposer during Contract discussions, the NHLC may then undertake Contract discussions with the second preferred Proposer and so on, or the NHLC may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

H. Rights of the NHLC in Accepting and Evaluating Proposals

The NHLC reserves the right to:

- Make independent investigations in evaluating Proposals;
- Request additional information to clarify elements of a Proposal;
- Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;
- Omit any planned evaluation step if, in the NHLC’s view, the step is not needed;
- At its sole discretion, reject any and all Proposals at any time; and
- Open contract discussions with the second highest scoring Proposer and so on, if the NHLC is unable to reach an agreement on Contract terms with the higher scoring Proposer(s).

SECTION 7 – Terms and Conditions Related To the RFP Process

A. RFP Addendum

The NHLC reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an addendum to this RFP, the NHLC, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate.

B. Non-Collusion

The Proposer’s signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Proposers and without effort to preclude the NHLC from obtaining the best possible competitive Proposal.

C. Property of the NHLC

All material received in response to this RFP shall become the property of the State of New Hampshire and will not be returned to the Proposer. Upon Contract award, the NHLC reserves the right to use any information presented in any Proposal.

D. Confidentiality of a Proposal

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the NHLC will be grounds for disqualification.

E. Public Disclosure

Pursuant to RSA 21-G:37, all responses to this RFP shall be considered confidential until the award of a contract. At the time of receipt of proposals, the NHLC will post the number of responses received with no further information on the NHLC website. No later than five (5) business days prior to submission of a contract to Governor and Executive Council pursuant to this RFP, the NHLC will post the name, rank or score of each Proposer. In the event that the contract does not require Governor and Executive Council approval, the NHLC shall disclose the rank or score of the Proposals at least 5 business days before final approval of the contract. In accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (<http://www.nh.gov/transparentnh/>).

The content of each Proposal shall become public information upon the award of any resulting Contract. *Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A.* However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal, bid or information should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL." A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The NHLC will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract.

The NHLC will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the NHLC to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the NHLC will notify the Proposer of the request and of the date the NHLC plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the NHLC may release the requested information on the date specified in the NHLC's notice without any liability to the Proposers.

F. Non-Commitment

Notwithstanding any other provision of this RFP, this RFP does not commit the NHLC to award a Contract. The NHLC reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

G. Proposal Preparation Cost

By submitting a Proposal, a Proposer agrees that in no event shall the NHLC be either responsible for or held liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

H. Ethical Requirements

From the time this RFP is published until a contract is awarded, no Proposer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Proposer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer that has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or that is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such Proposer shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency. A Proposer that was disqualified under this section because of a pending criminal charge that is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except that in the case of annulment, the information shall be deleted from the list.

I. Challenges on Form or Process of the RFP

Any challenges regarding the validity or legality of the form and procedures of this RFP, including but not limited to the evaluation and scoring of Proposals, shall be brought to the attention of the NHLC at least ten (10) business days prior to the Proposal Submission Deadline. By submitting a proposal, the Proposer is deemed to have waived any challenges to the NHLC's authority to conduct this procurement and the form and procedures of this RFP.

SECTION 8 – Contract Terms and Award

A. Non-Exclusive Contract

Any resulting Contract from this RFP will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

B. Award

If the State decides to award a contract as a result of this RFP process, any award is contingent upon continued appropriation of funding for the contract.

C. Standard Contract Terms

The NHLC will require the successful Proposer to execute a Firm Fixed Price/Not to Exceed Contract using the Standard Terms and Conditions of the State of New Hampshire, which is attached as Appendix A.

The NHLC may consider modifications of this form during negotiations. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, the Proposer should note those issues during the Proposer Inquiry Period. The NHLC will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion. If the NHLC accepts a Proposer's exception the NHLC will, at the conclusion of the inquiry period, provide notice to all potential Proposers of the exceptions which have been accepted and indicate that exception is available to all potential Proposers. Any exceptions to the standard form contract that are not raised during the Proposer inquiry period are waived. In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

D. Special Terms To Be Included In A Contract Resulting From This RFP

None.

SAMPLE FORM TO BE COMPLETED UPON AWARD

APPENDIX A

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date:		1.15 Name and Title of State Agency Signatory	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (<i>if applicable</i>) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 (“Equal Employment Opportunity”), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two

(2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of

insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

APPENDIX B PRICE PROPOSAL

As shown on the Map in Appendix C, the NHLC retail stores are divided into 5 zones. Each interested Contractor may bid on one or more zones. By submitting a proposal and pricing for any zone, the Contractor agrees to service all stores located within that zone.

A. In the table that follows, please provide the following information for each type of flooring used in NHLC retail stores:

Coats of Wax or Polish – The NHLC understands that some flooring materials require waxing whereas others may not. For flooring that requires wax or polish after cleaning, please indicate the number of coats of wax or polish that will be applied.

Materials Used – Indicate the product or products that will be used to wash the floor as well as any waxing or polish products, depending on floor type.

Time per 1,000 square feet – Indicate the total length of time required to wash, strip and wax, if necessary. Time should be provided according to a 1,000 square feet basis to allow for comparability across stores of various sizes.

Price per 1,000 square feet – Indicate the total cost to the NHLC according to flooring type on a 1,000 square feet basis.

Floor Type	# Coats Wax or Polish	Materials Used	Time per 1,000 sq. ft.	Price per 1,000 sq. ft.
VCT	_____		_____ hours	\$ _____
Epoxy	_____		_____ hours	\$ _____
LVT	_____		_____ hours	\$ _____
Ceramic Tile	_____		_____ hours	\$ _____
Rubber	_____		_____ hours	\$ _____

B. In the tables that follow, provide pricing for all zones for which a proposal is being submitted. Based on the information provided above, please provide pricing for all such zones and stores for 2 cleanings per store per year (“cleaning” means washing, stripping and waxing, where applicable).

1) Price Totals for 2 Cleanings Per Year

	Price Aug. 1, 2018 – Jul. 31, 2019	Price Aug. 1, 2019 – Jul. 31, 2020	Total Contract Price
ZONE 1	\$ _____	\$ _____	\$ _____
ZONE 2	\$ _____	\$ _____	\$ _____
ZONE 3	\$ _____	\$ _____	\$ _____
ZONE 4	\$ _____	\$ _____	\$ _____
ZONE 5	\$ _____	\$ _____	\$ _____

2) Price Detail By Store for 2 Cleanings Per Year

ZONE 1

Store	Location	Price Aug. 1, 2018 – Jul. 31, 2019	Price Aug. 1, 2019 – Jul. 31, 2020	Total Price
18	Colebrook	\$ _____	\$ _____	\$ _____
26	Groveton	\$ _____	\$ _____	\$ _____
37	Lancaster	\$ _____	\$ _____	\$ _____
29	Whitefield	\$ _____	\$ _____	\$ _____
7	Littleton	\$ _____	\$ _____	\$ _____
16	Woodsville	\$ _____	\$ _____	\$ _____

47	Lincoln	\$ _____	\$ _____	\$ _____
65	Campton	\$ _____	\$ _____	\$ _____
19	Plymouth	\$ _____	\$ _____	\$ _____
44	New Hampton	\$ _____	\$ _____	\$ _____
17	Franklin	\$ _____	\$ _____	\$ _____

ZONE 2

Store	Location	Price Aug. 1, 2018 – Jul. 31, 2019	Price Aug. 1, 2019 – Jul. 31, 2020	Total Price
5	Berlin	\$ _____	\$ _____	\$ _____
52	Gorham	\$ _____	\$ _____	\$ _____
54	Glen	\$ _____	\$ _____	\$ _____
23	Conway	\$ _____	\$ _____	\$ _____
57	Ossipee	\$ _____	\$ _____	\$ _____
12	Center Harbor	\$ _____	\$ _____	\$ _____
42	Meredith	\$ _____	\$ _____	\$ _____
56	Gilford	\$ _____	\$ _____	\$ _____
75	Belmont	\$ _____	\$ _____	\$ _____
39	Wolfeboro	\$ _____	\$ _____	\$ _____

ZONE 3

Store	Location	Price Aug. 1, 2018 – Jul. 31, 2019	Price Aug. 1, 2019 – Jul. 31, 2020	Total Price
45	Pittsfield	\$ _____	\$ _____	\$ _____
14	Rochester	\$ _____	\$ _____	\$ _____
13	Somersworth	\$ _____	\$ _____	\$ _____
9	Dover	\$ _____	\$ _____	\$ _____
71	Lee	\$ _____	\$ _____	\$ _____
38	Portsmouth Traffic Circle	\$ _____	\$ _____	\$ _____
6	Portsmouth	\$ _____	\$ _____	\$ _____
68	N. Hampton	\$ _____	\$ _____	\$ _____
73	Hampton – S	\$ _____	\$ _____	\$ _____
76	Hampton – N	\$ _____	\$ _____	\$ _____
28	Seabrook Beach	\$ _____	\$ _____	\$ _____
41	Seabrook	\$ _____	\$ _____	\$ _____
25	Stratham	\$ _____	\$ _____	\$ _____
79	Epping	\$ _____	\$ _____	\$ _____
62	Raymond	\$ _____	\$ _____	\$ _____
78	Hampstead	\$ _____	\$ _____	\$ _____
49	Plaistow	\$ _____	\$ _____	\$ _____

ZONE 4

Store	Location	Price Aug. 1, 2018 – Jul. 31, 2019	Price Aug. 1, 2019 – Jul. 31, 2020	Total Price
72	Concord	\$ _____	\$ _____	\$ _____
1	Concord	\$ _____	\$ _____	\$ _____
81	Pembroke	\$ _____	\$ _____	\$ _____
66	Hooksett – N	\$ _____	\$ _____	\$ _____
67	Hooksett – S	\$ _____	\$ _____	\$ _____
4	Hooksett	\$ _____	\$ _____	\$ _____
33	Manchester	\$ _____	\$ _____	\$ _____
31	Manchester	\$ _____	\$ _____	\$ _____
10	Manchester	\$ _____	\$ _____	\$ _____
58	Goffstown	\$ _____	\$ _____	\$ _____
55	Bedford	\$ _____	\$ _____	\$ _____
61	Londonderry	\$ _____	\$ _____	\$ _____
20	Derry	\$ _____	\$ _____	\$ _____
74	Londonderry	\$ _____	\$ _____	\$ _____
59	Merrimack	\$ _____	\$ _____	\$ _____
32	Nashua	\$ _____	\$ _____	\$ _____

69	Nashua	\$ _____	\$ _____	\$ _____
27	Nashua	\$ _____	\$ _____	\$ _____
53	Hudson	\$ _____	\$ _____	\$ _____
50	Nashua	\$ _____	\$ _____	\$ _____
51	Pelham	\$ _____	\$ _____	\$ _____
34	Salem	\$ _____	\$ _____	\$ _____

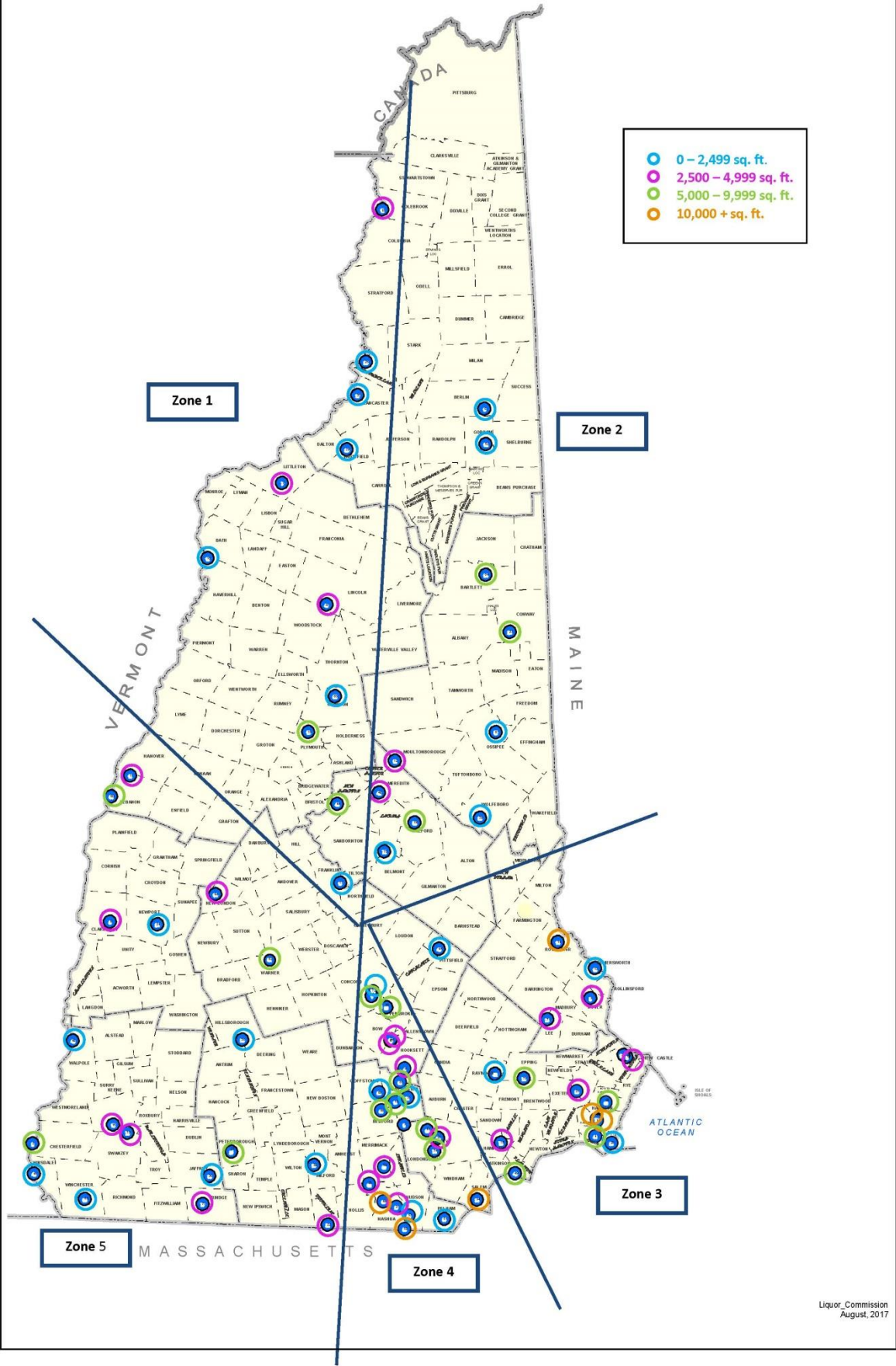
ZONE 5

Store	Location	Price Aug. 1, 2018 – Jul. 31, 2019	Price Aug. 1, 2019 – Jul. 31, 2020	Total Price
11	Lebanon	\$ _____	\$ _____	\$ _____
60	W. Lebanon	\$ _____	\$ _____	\$ _____
64	New London	\$ _____	\$ _____	\$ _____
82	Warner	\$ _____	\$ _____	\$ _____
24	Newport	\$ _____	\$ _____	\$ _____
8	Claremont	\$ _____	\$ _____	\$ _____
35	Hillsboro	\$ _____	\$ _____	\$ _____
30	Milford	\$ _____	\$ _____	\$ _____
22	Brookline	\$ _____	\$ _____	\$ _____
77	Rindge	\$ _____	\$ _____	\$ _____
36	Jaffrey	\$ _____	\$ _____	\$ _____
21	Peterborough	\$ _____	\$ _____	\$ _____

70	Swanzy	\$ _____	\$ _____	\$ _____
15	Keene	\$ _____	\$ _____	\$ _____
63	Winchester	\$ _____	\$ _____	\$ _____
48	Hinsdale	\$ _____	\$ _____	\$ _____
2	W. Chesterfield	\$ _____	\$ _____	\$ _____
40	Walpole	\$ _____	\$ _____	\$ _____

APPENDIX C
Map and Store Zone Information List

New Hampshire Liquor Commission Store Locations



ZONE 1

			<u>Estimated Retail</u>
<u>Store #</u>	<u>Store Address</u>	<u>Type of Floor</u>	<u>Square Footage</u>
18	16 Metallak Pl Colebrook, NH	Epoxy	3,600
26	583 Lancaster Rd, Northumberland Shopping Center Groveton, NH	VCT	1,433
37	199 Main St, Butson's Marketplace Lancaster, NH	EPOXY	Approx. 3,000 TBD 10/2018
29	100 Lancaster Rd Whitefield, NH	VCT	1,215
7	568 Meadow St, Littleton Commons Littleton, NH	VCT	3,066
16	1 Forest St Woodsville, NH	VCT	1,509
47	165 Main St Lincoln, NH	VCT	3,200
65	25 Vintinner Rd Campton, NH	VCT	1,960
19	22 Ridge View Ln Plymouth, NH	EPOXY	5,850
44	325 NH Route 104 New Hampton, NH	EPOXY	7,800
17	880 Central St, Franklin Shopping Center Franklin, NH	VCT	1,155

ZONE 2

			<u>Estimated Retail</u>
<u>Store #</u>	<u>Store Address</u>	<u>Type of Floor</u>	<u>Square Footage</u>
5	17 Pleasant St	VCT	1,524
	Berlin, NH		
52	159 Main St, Androscoggin Plaza	VCT	2,430
	Gorham, NH		
54	65 Route 302	VCT	6,500
	Glen, NH		
23	234 White Mountain Hwy	VCT	5,115
	Conway, NH		
57	240 Route 16B, Indian Mound Shopping Ctr.	VCT	1,655
	Center Ossipee, NH		
12	12 A Main St, Route 25	VCT	2,604
	Center Harbor, NH		
42	71 Route 104, Olde Province Common	VCT	4,956
	Meredith, NH		
56	18 Weirs Rd	VCT	5,500
	Gilford, NH		
75	15 Old State Rd	VCT	1,785
	Belmont, NH		
39	35 Center St	VCT	2,205
	Wolfeboro, NH		

ZONE 3

			<u>Estimated Retail</u>
<u>Store #</u>	<u>Store Address</u>	<u>Type of Floor</u>	<u>Square Footage</u>
45	6 Water St Pittsfield, NH	VCT	1,035
14	170 Marketplace Blvd, Ridge Marketplace Rochester, NH	Epoxy	16,250
13	5 Somersworth Plaza Somersworth, NH	VCT	1,750
9	47 Chestnut St Dover, NH	VCT	4,200
71	90 Calef Hwy Lee, NH	VCT	3,729
38	Portsmouth Circle, 100 Rotary Way Portsmouth, NH	Epoxy	14,300
6	738 Islington St., Plaza 800 Portsmouth, NH	VCT	4,730
68	69 Lafayette Rd, Village Shopping Ctr. North Hampton, NH	VCT	6,000
73	I-95 South Hampton, NH	Ceramic Tile	11,700
76	I-95 North, PO Box 2081 Hampton, NH	Rubber	12,350
28	186 Ocean Blvd Seabrook, NH	VCT	1,960
41	380 Lafayette Rd, Southgate Plaza Seabrook, NH	EPOXY	9,646
25	28B Portsmouth Ave, Kings Hwy Plaza Stratham, NH	VCT	2,898

79	5 Brickyard Square	LVT		7,800
	Epping, NH			
62	11 Freetown Rd -Route 27, Raymond Shopping Ctr.	VCT		2,156
	Raymond, NH			
78	416 Emerson Ave	VCT		3,000
	Hampstead, NH			
49	32 Plaistow Rd	VCT		7,900
	Plaistow, NH			

ZONE 4

				<u>Estimated Retail</u>
<u>Store #</u>	<u>Store Address</u>	<u>Type of Floor</u>		<u>Square Footage</u>
72	100 Fort Eddy Rd	VCT		2,131
	Concord, NH			
1	80 Storrs St	VCT		5,395
	Concord, NH			
81	619 Sand Rd, Pembroke Crossing Plaza	Epoxy		7,800
	Pembroke, NH			
66	I-93 North, Route 3A	Tile		13,000
	Hooksett, NH			
67	I-93 South, 25 Springer Rd	Tile		13,000
	Hooksett, NH			
4	1271 Hooksett Rd	VCT		4,200
	Hooksett, NH			
33	1100 Bicentennial Dr, North Side Plaza	VCT		5,500
	Manchester, NH			
31	885 Hanover St, East Side Plaza	VCT		1,881
	Manchester, NH			
10	68 Elm St	VCT		7,800

	Manchester, NH			
58	605 Mast Rd	VCT		2,100
	Goffstown, NH			
55	9 Leavy Dr	LVT		8,700
	Bedford, NH			
61	137 Rockingham Rd.	Epoxy		5,850
	Londonderry, NH			
20	35 Manchester Rd, Derry Meadows Shoppes	VCT		4,300
	Derry, NH			
74	16 Michel's Way	EPXOY		9,750
	Londonderry, NH			
59	6 Dobson Way	VCT		4,900
	Merrimack, NH			
32	40 Northwest Blvd	VCT		4,550
	Nashua, NH			
69	25 Coliseum Ave	VCT		12,000
	Nashua, NH			
27	300 Main St.	VCT		3,743
	Nashua, NH			
53	212 Lowell Rd	VCT		1,737
	Hudson, NH			
50	294 DW Hwy, Willow Spring Plaza	EPOXY		21,465
	Nashua, NH			
51	150 Bridge St, Route 38	VCT		1,610
	Pelham, NH			
34	92 Cluff Crossing Rd	EPOXY		16,071
	Salem, NH			

ZONE 5

<u>Store #</u>	<u>Store Address</u>	<u>Type of Floor</u>	<u>Estimated Retail Square Footage</u>
11	12 Centerra Parkway Lebanon, NH	VCT	4,452
60	10 Benning St W. Lebanon, NH	VCT	5,000
64	New London Shopping Center, 277 Newport Road New London, NH	VCT	2,609
82	14 Nichols Mills Ln Warner, NH	Epoxy	6,711
24	52 John Stark Hwy Newport, NH	VCT	1,606
8	367 Washington St Claremont, NH	VCT	2,823
35	15 Antrim Rd Hillsboro, NH	VCT	2,240
30	21 Jones Rd Milford, NH	VCT	2,058
22	44A Route 13 Brookline, NH	VCT	2,744
77	497 US Hwy 202 Rindge, NH	VCT	2,805
36	80 Peterborough St Jaffrey, NH	VCT	1,524
21	19 Wilton Rd Peterborough, NH	VCT	6,500
70	37 Monadnock Hwy Swanzey, NH	VCT	2,583

15	6 Ash Brook Ct	Ceramic Tile		4,550
	Keene, NH			
63	30 Warwick Rd	VCT		1,372
	Winchester, NH			
48	849 Brattleboro Rd, Rte 119	VCT		2,427
	Hinsdale, NH			
2	100-B Rte 9	VCT		6,000
	West Chesterfield, NH			
40	32 Ames Plaza Lane, Unit 2	VCT		1,423
	Walpole, NH			