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

DATE: 9/5/2019

CONTRACT #: 8002585
8002587
8002589

NIGP CODE: 941-5500

CONTRACT FOR: HVAC Preventative Maintenance and Repair Services

CONTRACTOR: AAA Energy Service Co., Inc. **VENDOR CODE #:** 210473
ENE Systems of NH, Inc. 270016
Alliance Group, Inc. 216354

SUBMITTED FOR ACCEPTANCE BY:

ERICA BRISSON, PURCHASING AGENT DATE 9/5/19
BUREAU OF PURCHASE AND PROPERTY

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RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III DATE 9/5/19
BUREAU OF PURCHASE AND PROPERTY

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APPROVED FOR ACCEPTANCE BY:

GARY LUNETTA, DIRECTOR DATE 9/16/19
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER DATE 9/16/19
DEPARTMENT OF ADMINISTRATIVE SERVICES

Subject: HVAC Preventative Maintenance and Repair Services

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name AAA Energy Service Co., Inc.		1.4 Contractor Address 20 Priscilla Lane Auburn, NH 03032	
1.5 Contractor Phone Number 603-626-4884	1.6 Account Number Various	1.7 Completion Date December 31, 2022	1.8 Price Limitation $26,000
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature Joseph L. Orniberi Jr		1.12 Name and Title of Contractor Signatory JOSEPH L. ORNIBERI JR VICE PRESIDENT	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 8/29/19, 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

Cheryl A. Derome
[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Cheryl A. Derome exp 11/22/22

1.14 State Agency Signature Date: 9/16/19	1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On:
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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.

Contractor Initials _____
Date 8/29/19

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials JC
Date 8/29/19

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials AG
Date 8/29/19

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

AAA Energy Service Co., Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with HVAC Preventative Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid #2197-20 and as described herein.

2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFB 2197-20

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT C "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Payment Terms," (4) EXHIBIT A "Scope of Services," and (5) EXHIBIT D "RFB 2197-20."

3. TERM OF CONTRACT

This contract shall commence on January 1, 2020 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

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

4. SCOPE OF WORK

DEPARTMENT OF NATURUAL AND CULTURAL RESOURCES – HAMPTON BEACH STATE PARK

1. The term ""Preventive Maintenance, Repairs, and Emergency Repair Services" as used above shall include providing all supervision, materials, equipment, labor, tools and transportation necessary for the successful completion of the work under the terms and conditions contained herein. When finished all service items shall meet manufacturer's requirements. Seasons are defined as follows
   - Spring (Cooling) Season (work to be scheduled in May)
   - Fall (Heating) Season (work to be scheduled in September)

Contractor Initials JC
Date 8/29/19

2. The Contractor shall provide an annual fall maintenance inspection of the unit heaters, radiant heat panels, heating coils, baseboards, make-up air units, infrared heaters and cabinet heaters as described herein. This maintenance inspection shall include the following services:

   - Brush or vacuum grilles, coils, fans, baseboards, fin tubes, etc. removing all foreign substances,
   - Check air intake and flue gas for obstruction or damage.
   - Check all control operations,
   - Check all gas and water pipes for signs of corrosion; replace any pipes that are corroded.
   - Check amps/volts where applicable,
   - Check and tighten all electrical connections,
   - Check and tighten all mounting hardware,
   - Check and tighten electric heater connections,
   - Check belts and sheaves where applicable,
   - Check fan assembly, clean/service as required,
   - Check/clean filters, replace if necessary **(See # 9 Air Filters),**
   - Check gas valve and controls where applicable: Clean the gas/air distributor plate, the orifice plate,
   - Check hardware and gaskets.
   - Check oil burner and controls where applicable,
   - Check/service louvered doors as required,
   - Check overall operation,
   - Check steam traps, valves, etc. where applicable,
   - Check the functioning/safety of the air intake and flue gas conduit,
   - Check the gas/air-ratio,
   - Check/Clean the heat exchanger, burner and condensate trap
   - Examine the venting systems and cleaning of the screens in the vent terminal.
   - Inspect the low water cutoffs, including flushing of float types and clean the condensate collections and disposal system,
   - Lube and adjust dampers and linkages,
   - Lubricate fan and motor bearings where applicable,
   - Measure the carbon monoxide content (CO),
   - Measure the inlet gas pressure,
   - Measure the ionization current,
   - Perform a gas leak test under operating conditions,
   - Perform Internal leak testing,
   - Pressure test the heating system,
   - Visual inspection for general signs of corrosion.

3. The Contractor shall inspect and complete preventive maintenance on all air conditioning and chiller systems annually in the Spring Season as required to maintain them in proper operating condition by providing, at a minimum the following services:

   - Apply anti-clog tablet (a self-cleansing product that is a health protection and preventive maintenance solution) when applicable.
   - Check all humidifier controls,
   - Check all operating controls,
   - Check all safety controls,
   - Check/Clean humidifier drain/pan, float assembly,
   - Check/Clean outside air intakes,
   - Check/Record operating temperatures,
   - Check/Record volts/amps of compressors, condenser fan motor where applicable,
   - Check and tighten all electrical connections,

Contractor Initials _____
Date 8/29/19

- Check bearing and motor bracket bolt torque and bearing set screw torque.
- Check bearing Set Screws, fan and motor sheaves. Align/Tighten sheave set screws to the proper torque,
- Check cap tubes/piping for chafing,
- Check condenser unit for deterioration parts, comb condenser fins,
- Check condition of gasketing and insulation around unit, door and dampers,
- Check crankcase heaters,
- Check damper operation, linkages, set screws, and blade adjustment. Service per manufacturer's specifications,
- Check fan bearing grease line connections. Lines should be tight to the bearings,
- Check fan bearing supports,
- Check fan scrolls - clean as required,
- Check fan sheave alignment, fan sheave wear,
- Check fan wheels/Linkage - clean as required,
- Check flex connections for cracks or leaks. Repair or replace damaged material,
- Check for any unusual noises or vibrations,
- Check for oil contamination and oil level,
- Check glycol level if applicable, service per manufacturers recommendations,
- Check head pressure controls where applicable,
- Check hot gas by pass controls where applicable,
- Check humidifier heating elements/humidifier level controls,
- Check humidifier strainer where applicable,
- Check moisture indicators and sight glasses,
- Check motor supports,
- Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant),
- Check running ampere and operation pressure,
- Check starter and contact surfaces,
- Check structural integrity of the unit,
- Check superheat and adjustment,
- Check un-loader operation where applicable,
- Check water cooled condenser coil where applicable,
- Check water regulating valve where applicable,
- Check/adjust/replace all belt and their tension where applicable.
- Check/repair/replace insulation on the liquid piping, the gas piping, the equalizer pipe,
- Check/replace ultraviolet bulbs. Service/replace per manufactures recommendation,
- Clean and wash air-conditioner outer panel, Clean condenser coils,
- Clean Suction Grill,
- Clean/replace air filters (Filters that are cleaned shall be replaced based upon Manufactures specifications),
- Diagnose and seal duct leakage,
- Inspect and clean condensate pumps where applicable,
- Inspect and clean condensate/drain pans,
- Inspect and clean evaporator/ condenser coils per manufacturers specifications,
- Inspect and clean Fan,
- Inspect ducts, filters, blower, and indoor coil for dirt and other obstructions,
- Inspect electric terminals, clean and tighten connections, and apply nonconductive coating. Check electrical contact points (All Connections) Inspect electrical components and insulation. Inspect wiring for damage,
- Inspect fan motors for excessive vibration or temperature,
- Inspect Motor Bearings and service if applicable,

Contractor Initials JL
Date 8/29/19

- Inspect the unit casting for corrosion. If damage is found, clean and repaint the surface with a rust-resistant primer and vinyl chlorinated lacquer or other manufactures recommended coating.
- Inspect Vacuum drain pipe,
- Inspect/Clean coils of dirt build-up,
- Insulation; inspect for wetness; repair/replace as needed,
- Lube motors/bearings (fans) where applicable,
- Lubricate motors, and inspect belts for tightness and wear,
- Perform Air Tight Test and Vacuum Drying if needed,
- Replace air filters **(See # 9 Air Filters)**,
- Rotate the fan wheel and check for obstructions in the fan housing,
- Verify adequate airflow by measurement,
- Verify correct electric control, making sure that heating is locked out when the thermostat calls for cooling and vice versa,
- Verify correct refrigerant charge by measurement,
- Verify correct thermostat operation,
- Visual check for oil refrigerant leaks (Contractor shall remove and disposal of any used refrigerant),
- Winterize the system, if required,

4. The Contractor shall maintain all digital control systems and associated devices on a <u>semi-annual basis; Spring Season and Fall Season</u> as required to maintain them in proper operating condition by providing, at a minimum the following services:
   - Check and record and system abnormalities or deficiencies,
   - Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters,
   - Check operational sequence of all VAV's, and related preheat, reheat and radiation valves and motors,
   - Make back-up copies of software configurations and operating system. Provide customer with access to most recent copy,
   - Review system for proper operation, verify that all associated devices start and stop properly, check that set points are maintained, and verify scheduling,
   - Test and calibrate all devices including but not limited to thermostats, actuators, controls, dampers, valves, variable air volume devices,

5. The Contractor shall inspect all condenser water, and chilled water pumps as well as any glycol pumps <u>annually in the Spring Season</u>. In addition, the Contractor shall inspect all forced hot water pumps and circulators in the fall (September - November) as required; maintaining them in proper operating condition by providing, at a minimum, the following services:
   - Check and record motor current against nameplate,
   - Check and tighten all electrical terminations,
   - Check contacts for wear,
   - Check couplings for alignment and wear and realign or replace when necessary,
   - Check for any bearing wear,
   - Check for any improper vibration or noise,
   - Check for proper operation,
   - Check gaskets,
   - Check impeller and wearing rings,
   - Check motor mounts and vibrator pads,
   - Check packing and adjust if necessary,
   - Clean strainers,
   - Inspect electrical connections and contactors,

Contractor Initials _____
Date 8/29/19

- Lubricate all bearings,
- Tighten all nuts and bolts.

6. The Contractor shall perform annual fall cleaning and inspections of all heating systems including boilers, furnaces, Heat recovery ventilation (HRV), and domestic hot water tanks as described below:
   - Check all Outdoor Intake and Exhaust Hoods/Vents, service as needed,
   - Check condensate drain and tubing to ensure they are free flowing.
   - Check for Moisture Transfer and Fungal Growth in Desiccant. Collect and properly dispose of all waste products,
   - Clean Grilles and Inspect the Ductwork,
   - Clean or Replace filters, Contractor shall keep additional sets on site so that if required SONH Employees can change. Contractor shall instruct State staff on the proper procedure to change filters.
   - Clean/wire brush and vacuum all fireside surfaces free of soot,
   - Inspect all burners; Adjust spark gap and test pilots,
   - Inspect belts for wear/cracks/misalignment and proper tension during maintenance. Replace as required,
   - Inspect/Balance HRV to meet manufacturer's specifications,
   - Inspect/Clean the heat exchanger core,
   - Inspect/Clean/service fans including the fan blades,
   - Remove all cleaning access panels,
   - Replace all gasketing as required,
   - Reseal boiler access panels,
   - Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs,
   - Test and ensure that all operating controls for the respective heating systems are working properly,
   - Test fire all burners,
   - Wash coat all refractory; perform patching of refractory as required,

7. The Contractor shall perform an annual inspection in the Spring Season of the air handler systems. Said inspections shall include the following:
   - Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order,
   - Check all humidifier controls,
   - Check all safety controls,
   - Check all sheaves for proper alignment,
   - Check/Clean humidifier drain/pan,
   - Check/Clean humidifier float assembly,
   - Check/Clean outside air intakes,
   - Check and record motor current against nameplate,
   - Check and tighten all electrical terminations,
   - Check bearings for wear,
   - Check contacts for wear,
   - Check damper linkages/operation,
   - Check fan bearing supports,
   - Check Fan Wheels/Scrolls - clean as required,
   - Check for any unusual noises or vibrations,
   - Check humidifier heating elements/humidifier level controls,
   - Check humidifier strainer where applicable,

Contractor Initials JC
Date 8/29/19

- Check motor damper operation/motor supports,
- Check structural integrity of the unit,
- Checking all air handling systems for proper flow/operation/control sequence including all related controls,
- Checking all belts for proper tension, alignment and wear,
- Check fans/fan shafts for proper balance,
- Clean all heating and cooling coils,
- Clean/scrub all condensation pans and verify that pans are pitched correctly for proper drainage,
- Inspect/Clean condensate pumps where applicable,
- Lube motors/bearings where applicable,
- Replace air filters **(See # 9 Air Filters),**

8. **Air Filters.** Contractors are responsible for providing and replacing all air filters (including anti-microbial filters). The list below contains air filters used in these facilities.

Manufacturer	Description
Mitsubishi	Outlander Particulate Type Filter
NuAire	NU 1030 17x13.5x2
NuAire	NU 2035 23.5x13.5x2
NuAire	NU 2540 23.5x14.5x2
NuAire	NU 820 17x13.5x2
NuAire	NU1600 1" pleated filters, 30%-40% ASHRAE dust spot efficiency, Two section
Sanyo	Air Filter Ass'y 2 852-0-2307-34002
Sanyo	apatite filter STKFDXB
Trane	1" (cm) TA and Pl. Media Model 04 87/8 x 241/8
Trane	1" (cm) TA and Pl. Media Model 02 87/8 x 191/8
Trane	1" Fresh Air Filter Model 02 51/2 x 191/8
Trane	1" Fresh Air Filter Model 04 51/2 x 241/8
Trane	Refer to product catalog Trane CLCH-PRC003-EN for filter sizes, types, and
Trane (roof top)	20 – 30 ton 20 x 20 x 2 (40 ton 20 x 25 x 2)

Contractors are responsible for validating the accuracy of this information in Section III. Replacement filters to meet or exceed existing filters for efficiency and quality.

9. Annual preventative maintenance shall be performed on the ice machine located at the Seashell Building.

10. The annual preventive maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of the Agency Contact, or their designated representative. All services performed under any awarded contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
    - The Agency Contact is:
        - Jared Gillis, Department of Natural and Cultural Resources- Parks & Recreation
        - 160 Ocean Boulevard, Hampton NH 03842;
        - 603-230-0459

Contractor Initials _____
Date 8/29/19

11. Due to the risk of microbial growth, Contractor shall insure that any contaminated material does not contact other areas of the unit or building. Properly dispose of all contaminated materials and cleaning solution

12. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a "journeyman" level of competence.

13. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. Contractor shall provide a not to exceed estimate before starting any work. If overtime is necessary and is caused by the contractor, the State may at their discretion deduct a portion the additional time.

14. Requests to repair and/or replace parts shall be approved in advance by the Agency Contact, or their designated representative. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Agency Administrator, or their designated representative. **Before said parts are replaced the Contractor shall determine if said part(s) are still under manufacturer's warranty. See bullet # 1 above for the facility turnover date.**

15. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the Administrator, or their designated representative.

16. The Contractor shall present two (2) copies of a Final Report of work done the previous year (January 1 to December 31). The report may be a narrative summary of the work performed during each month of the contract year. The report shall be submitted to the State within twenty (20) days of year end.

Any work that applies to construction involving all state owned properties, the university system properties, community college system properties and by written request and acceptance from those municipalities that have not adopted an enforcement mechanism pursuant to RSA 674:51, the Contractor will be responsible for obtaining work and inspection permits. Permits are required for new and renovation construction based on the provisions of the current NH State Building Code and applicable amendments. For further information:

https://www.nh.gov/safety/divisions/firesafety/building/state-building-permit-system.html

The Contractor shall be responsible for obtaining permits, scheduling inspections, and being on site during inspection. The State agencies shall be invoiced for the permit, at no markup, as part of the services. The permit cost will be itemized on the detailed invoice at completion of work

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to

Contractor Initials _____
Date 8/29/19

provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

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

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2197-20, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to

Contractor Initials SC
Date 8/29/19

building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

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

8. INSURANCE

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

9. CONFIDENTIALITY & CRIMINAL RECORD

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

Contractor Initials
Date 8/29/19

EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide HVAC Preventative Maintenance and Repair services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of $26,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

HAMPTON BEACH STATE PARK					
FACILITY NAME	**ADDRESS**	**TOWN**	**SEMI-ANNUAL PRICE (1/1/20-12/31/20)**	**SEMI- ANNUAL PRICE (1/1/21-12/31/21)**	**SEMI- ANNUAL PRICE (1/1/22-12/31/22)**
South pavilion	160 Ocean Blvd	Hampton Beach	$488.00	$488.00	$488.00
North Bath house	60 Ocean Blvd	Hampton Beach	$488.00	$488.00	$488.00
South Bath house	280 Ocean Blvd	Hampton Beach	$488.00	$488.00	$488.00
North Pavilion	180 Ocean Blvd	Hampton Beach	$488.00	$488.00	$488.00
Seashell Building	170 Ocean Blvd	Hampton Beach	$488.00	$488.00	$488.00
TOTAL SEMI-ANNUAL PRICE			$2440.00	$2440.00	$2440.00

HVAC REPAIR RATES (REPAIR WORK/EMERGENCY CALLS)	
Monday Thru Friday 8:00 AM To 4:30 PM Journeyman Mechanic	$87.00 Per Hour/Per Person
Monday Thru Friday 4:31 PM To 7:59 AM Journeyman Mechanic	$120.00 Per Hour/Per Person
Saturday Work: Journeyman Mechanic	$120.00 Per Hour/Per Person
Sunday Work: Journeyman Mechanic	$120.00 Per Hour/Per Person

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

EMERGENCY REPAIRS FOR NON-CONTRACTED LOCATIONS:

1. For State locations not covered under the HVAC contracts, Contractor(s) shall provide repair rates at the hourly rates listed in Exhibit B. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information on the equipment as available. For non-emergency repairs the agency shall issue the RFQ to a minimum of 50% of the successful Contractors.

2. Requests for emergencies to repair and/or replace parts shall be approved in advance by the Agency Contact, or their designated representative. Materials shall be invoiced not to exceed 10%

Contractor Initials
Date 8/29/19

above Contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Agency Administrator, or their designated representative.

3. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the Administrator, or their designated representative.

4. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. Contractor shall provide a not to exceed estimate before starting any work. If overtime is necessary and is caused by the contractor, the State may at their discretion deduct a portion the additional time.

Any work that applies to construction involving all state owned properties, the university system properties, community college system properties and by written request and acceptance from those municipalities that have not adopted an enforcement mechanism pursuant to RSA 674:51, the Contractor will be responsible for obtaining work and inspection permits. Permits are required for new and renovation construction based on the provisions of the current NH State Building Code and applicable amendments. For further information:

https://www.nh.gov/safety/divisions/firesafety/building/state-building-permit-system.html

The Contractor shall be responsible for obtaining permits, scheduling inspections, and being on site during inspection. The State agencies shall be invoiced for the permit, at no markup, as part of the services. The permit cost will be itemized on the detailed invoice at completion of work.

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid by Procurement Card upon receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

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

5. PAYMENT

Payments shall be made via P-Card.

Contractor Initials
Date 8/29/19

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials
Date 8/29/19

EXHIBIT D

RFB #2197-20 is incorporated here within.

Contractor Initials
Date 8/29/19

ENERGY SERVICE CO.
"Optimizing Your Building's Performance"
4 Commercial Road • P.O. Box 908 • Scarborough, ME 04070-0908 • (207) 883-1473 FAX (207) 883-8371

Corporate Resolution

I, David P. Kelley, hereby certify that I am duly elected President of AAA Energy Service Co. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on December 21st, 2009 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Joseph Crinieri, Vice President is duly authorized to enter into contracts or agreements on behalf of AAA Energy Service Co. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: August 29, 2019

ATTEST: D. Kelley
David P. Kelley
President

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AAA ENERGY SERVICE CO. is a Maine Profit Corporation registered to do business in New Hampshire as AAA ENERGY SERVICE CO., INC. on May 08, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **110665**
Certificate Number : **0004571769**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of August A.D. 2019.

William M. Gardner
Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2019

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

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

PRODUCER	CONTACT NAME: Karen Stapley
THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012 E-MAIL ADDRESS: kstapley@rowleyagency.com
	INSURER(S) AFFORDING COVERAGE / NAIC #
	INSURER A: Acadia Insurance Company 31325
INSURED	INSURER B: Continental Western Insurance
AAA Energy Service Co PO Box 908 4 Commercial Rd Scarborough ME 04070	INSURER C: Maine Employers Mutual Ins Co 11149 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CPA5002402 CLA5016101	10/5/2018	10/5/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CAA5002403	10/5/2018	10/5/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUA5002404	10/5/2018	10/5/2019	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3A:NH,PA,CT,NY,MA,ME 5101800552 1810079281	10/5/2018	10/5/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equip Installation Floater			CPA5002402	10/5/2018	10/5/2019	Limit: $50,000 Limit: $200,000	Ded: $500 Ded: $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Covering operations performed throughout the policy period by the name insured.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
State House Annex
25 Capital Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Karen Stapley/KS

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