

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

To: Point of Contact: **ROBERT LAWSON**  
Telephone: **(603)-271-3147**  
Email: **prchweb@nh.gov**

RE: Bid Invitation Name: **ELEVATOR MAINTENANCE – STATEWIDE CONTRACT**  
Bid Number: **1612-14**  
Bid Opening Date and Time: **4/15/14 @ 11:30 AM**

[Insert name of signor] \_\_\_\_\_, on behalf of \_\_\_\_\_ [insert name of entity submitting bid (collectively referred to as "Vendor")] hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to **BID # 1612-14** for **ELEVATOR MAINTENANCE – STATEWIDE CONTRACT** at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Opening date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

**Authorized Signor's Signature** \_\_\_\_\_ **Authorized Signor's Title** \_\_\_\_\_

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

**COUNTY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared before me, the above named \_\_\_\_\_, in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires: \_\_\_\_\_ (Date)

**REQUEST FOR BID FOR ELEVATOR MAINTENANCE – STATEWIDE CONTRACT FOR  
THE STATE OF NEW HAMPSHIRE**

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section and all other required information on your offer. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate at their discretion. In doing so, they are entitled to the prices established under the contract(s). However, they are responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability of any kind between the successful Vendor and any of these entities.

**SPECIFICATIONS:**

Complete specifications required are detailed in **SCOPE OF SERVICES** in this bid. In responding to the bid, the vendor shall address all requirements for information as outlined.

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract(s).

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of State and will not be returned to the Vendor. Regardless of the Vendors selected, State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

Complete bids shall be filled out on original bid format. Vendors may submit additional paperwork with pricing, but all pricing shall be on bid and in the State's format.

**LIABILITY:**

The State shall not be held liable for any costs incurred by the vendor in the preparation of their bid or for work performed prior to contract(s) issuance.

**CERTIFICATE OF INSURANCE:**

Vendors awarded a contract(s) shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000.00 per claim and \$2,000,000.00 per incident or \$1,000,000.00 per occurrence and \$1,000,000.00 umbrella. Coverage shall also include automobile liability and workers' compensation.

**CONTRACT(S) TERMS AND CONDITIONS:**

The vendor's signature on a bid submitted in response to this bid guarantees that all of the State of New Hampshire's Terms and Conditions are accepted by the Vendor.

The form contract(s) P-37 attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this form of contract(s), which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

The term of the contract shall be from the date of award through June 30, 2017, a period of approximately 3 years. The contract may be extended for additional periods of time thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the Bureau of Purchase and Property, with the approval of the Commissioner of the Department of Administrative Services.

### **PUBLIC DISCLOSURE OF BID SUBMISSIONS:**

Generally, all bids and proposals (including all materials submitted in connection with them, such as attachments, exhibits and addenda) become public information upon the effective date of a resulting contract or purchase order. However, to the extent consistent with applicable state and federal laws and regulations, as determined by the State, including, but not limited to, RSA Chapter 91-A (the "Right-to-Know" Law), the State will attempt to maintain the confidentiality of portions of a bid that are clearly and properly marked by a Vendor as confidential. Any and all information contained in or connected to a bid or proposal that a Vendor considers confidential must be clearly designated in a manner that draws attention to the designation. The State shall have no obligation to maintain the confidentiality of any portion of a bid, proposal or related material, which is not so marked. Marking an entire bid, proposal, attachment or sections thereof confidential without taking into consideration the public's right to know will neither be accepted nor honored by the State. Notwithstanding any provision of this RFP/RFB to the contrary, pricing will be subject to public disclosure upon the effective date of all resulting contracts or purchase orders, regardless of whether or not marked as confidential. If a bid or proposal results in a purchase order or contract, whether or not subject to approval by the Governor and Executive Council, all material contained in, made part of, or submitted with the contract or purchase order shall be subject to public disclosure.

If a request is made to the State by any person or entity to view or receive copies of any portion of a bid or proposal, and if disclosure is not prohibited under RSA 21-I: 13-a, Vendors acknowledge and agree that the State may disclose any and all portions of the bid, proposal or related materials which is not marked as confidential. In the case of bids, proposals or related materials that contain portions marked confidential, the State will assess what information it believes is subject to release; notify the Vendor that the request has been made; indicate what, if any, portions of the bid, proposal or related material will not be released; and notify the Vendor of the date it plans to release the materials. The State is not obligated to comply with a Vendor's designation regarding confidentiality.

By submitting a bid or proposal, the Vendor agrees that unless it obtains and provides to the State, prior to the date specified in the notice described in the paragraph above, a court order valid and enforceable in the State of New Hampshire, at its sole expense, enjoining the release of the requested information, the State may release the information on the date specified in the notice without any liability to the Vendor.

### **TERMINATION:**

The State of New Hampshire shall have the right to terminate the contract(s) at any time by giving the successful Vendor a thirty (30) day written notice.

### **VENDOR CERTIFICATIONS:**

**ALL** Vendors **SHALL** be duly registered as a Vendor authorized to conduct business in the State of New Hampshire. Vendors shall comply with the certifications below at the time of submission and through the term of any contract which results from said bid. Failure to comply shall be grounds for disqualification of bid and/or the termination of any resultant contract:

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Vendor **SHALL** have a completed Vendor Application and Alternate W-9 Form which **SHALL** be on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://admin.state.nh.us/purchasing/Contractor.asp>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** A bid award, in the form of a contract(s), will **ONLY** be awarded to a Vendor who is registered to do business **AND** in good standing with the State of New Hampshire. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <http://www.sos.nh.gov/corporate>.
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, by the using agency, the Vendor will have signed by each of employees or its approved sub-contractor(s), if any, working in the office or externally with the State of New Hampshire records a Confidentiality form and Criminal Record Authorization Form. These forms shall be returned to the individual using agency prior to the start of any work.

**BID INQUIRIES:**

All questions regarding this bid, including clarifications and proposed specification changes shall be submitted to Robert Lawson, Purchasing Agent, Bureau of Purchase and Property, at [robert.lawson@nh.gov](mailto:robert.lawson@nh.gov), or Telephone number: 603-271-3147. All requests shall be submitted five business days prior to bid opening date.

Vendor shall include complete contact information including the vendor's name, telephone number and fax number and e-mail address.

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified will be marked as "Late" and will not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred and eighty (180) days from the bid due date. A vendor's disclosure or distribution of Bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**VENDOR(S) OPPORTUNITY:**

Vendor(s) may make site visits to any location(s) included in this bid. Vendor(s) are responsible for having ascertained pertinent local conditions, such as equipment conditions, locations, accessibility and general character of the sites and knowledge of conditions affecting delivery performance. The act of submitting a bid is to be considered in full acknowledgment that the Vendor(s) is familiar with the conditions and requirements of these specifications.

**VENDOR'S RESPONSIBILITY:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section and all other required information on your offer. Also complete the "Vendor Contact Information" section. Finally, complete the company information on the "General Conditions and Instructions" page of this bid invitation, then sign the bid in the space provided on that page.

All State of New Hampshire bid invitations and addenda to these bid invitations are advertised on our website at: <http://admin.state.nh.us/purchasing/index2.asp>

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which they wish to participate. It is also the Vendor(s)'s responsibility to access our website for any posted addendum.

The website is update several times per day; it is the responsibility of the prospective Vendor(s) to access the website frequently to ensure no bidding opportunity or addenda are overlooked.

It is the prospective Vendor's responsibility to forward a signed copy (if the form has a signature block) of any addenda to the Bureau of Purchase and Property with the bid response.

**INSTRUCTIONS TO VENDOR(S):**

Read the entire bid invitation prior to filling it out. In the preparation of your bid response you shall:

- Complete the pricing information in the "Offer" section
- Complete all other required information on your offer
- Complete the "Vendor(s) Contact Information" section
- Complete the company information on the "General Conditions and Instructions" page, and sign the bid in the space provided on that page.

**IF AWARDED A CONTRACT**, The Vendor must complete the following sections of the attached agreement

State of New Hampshire Form #P-37;

Section 1.3 Contractor(s) Name

Section 1.4 Contractor(s) Address

Section 1.11 Contractor(s) Signature

Section 1.12 Name & Title of Contractor(s) Signor

Section 1.13 Acknowledgement

Section 1.13.1 Signature of Notary Public or Justice of the Peace

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

- Provide certificate of insurance with the minimum limits required as described above on Page 2.
- Provide a certificate of good standing from the NH Secretary of State or proof of your completion of and payment for the start of the registration process.
- Provide a Corporate Resolution or Certificate of Authority. This document provides evidence that the person signing the Contract has the corporate authority to sign such agreements.

### **BID SUBMITTAL**

All bids must be submitted on this form or an exact copy, must be typed or clearly printed in ink and must be received on or before the date and time specified on page 1 of this bid. Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord NH 03301 by **email to [PRCHWEB@NH.GOV](mailto:PRCHWEB@NH.GOV)**. All bids must be clearly marked with bid number, date due and purchasing agent's name. If you are experiencing difficulties, please call (603) 271-2201 and ask for an alternate source. IF YOU WISH TO VERIFY YOUR BID RESPONSE HAS BEEN RECEIVED, CALL (603) 271-2201 AND ASK A PURCHASING ASSISTANT TO CHECK ON THE STATUS OF YOUR BID RESPONSE.

### **AWARD:**

The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFB and providing the lowest total combined bid for Tables 1 and 2 from the offer section. The State reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price.

**This is a statewide service contract and Vendors must bid on all elevator locations listed herein to be considered.**

Any resulting contract(s) shall become effective on the date approved by the Commissioner of Department of Administrative Services for the State of New Hampshire.

### **BID PRICES:**

The prices offered by the successful contractor shall be in US dollars and shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. Bid prices should be government and/or educationally discounted prices. Special charges, surcharges, or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **must be built into your bid price** at the time of the bid.

### **NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results will not be given by telephone. For Vendors wishing to attend the bid opening; only the names of the vendors submitting responses will be made public. Specific response information will not be given out. Bid results will be made public after final approval of the contract(s).

**Bid results may also be viewed on our website at [http://www.admin.state.nh.us/purchasing/bids\\_posteddte.asp](http://www.admin.state.nh.us/purchasing/bids_posteddte.asp)**

**ESTABLISHMENT OF ACCOUNTS:**

Each State of New Hampshire agency must have its own individual customer account number. There will be instances where sub-sections of an agency will need their own individual customer account number. Should any State of New Hampshire agency request a service under the contract, the successful Vendor agrees to establish an account within three (3) working days from the date the order is placed. However, there must be no delay in any service or inspection; the agency must receive the requested service or inspection as if an account already exists for them.

**ABILITY TO PROVIDE:**

Successful Vendor must be capable of providing each State of New Hampshire agencies and eligible participants with Elevator Maintenance without any delay or substitution. **Contractor must bid on all elevator locations to be considered, partial offers will not be considered.**

**ORDERING PROCEDURE:**

For services required beyond the standard testing/inspections, State agencies and institutions shall place request for service or repairs directly to the contractor via telephone, fax or e-mail.

Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

**AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Contractor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

**INVOICING:**

All invoices will be directed to the individual agency business office as listed, for each elevator serviced. Billing will be monthly throughout the contract period only after service is completed. A list of agency addresses to be billed is provided. Invoices must include contract number, elevator numbers and location, technician(s) name, time, materials and date. Invoices must be accompanied by dated, signed work order(s), manufacturer's list price invoice for parts used, and/or subcontractor's invoices for work done.

Payment shall be paid in full within thirty (30) days after receipt of invoice and acceptance of the work to the State's satisfaction.

## SCOPE OF SERVICES

The purpose of this RFB is to establish a contract between a contractor and the State of New Hampshire for Elevator Maintenance as needed, during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract. Two types of services will be required under this contract; **Elevator Testing/ Inspecting and Elevator Service and Repair.**

### **OBLIGATIONS and LIABILITY OF THE VENDOR:**

The Vendor shall do all the work and furnish all the materials, tools, equipment, safety devices, transportation and permits necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Vendor 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. They shall in no way be relieved of their 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 Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

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

The State shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor 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 Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contract(s)ing Officer may require the Vendor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.

The Vendor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Vendor shall furnish all personnel with uniforms, which shall be neat and clean in appearance with picture identification that is visible at all times.

The Vendor's personnel shall be allowed only in areas where work is being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include 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.

**WARRANTY REQUIREMENTS:**

Parts replaced by the contractor will be warranted for 30 days for both labor and materials and any callbacks as a result of failure within the 30 days will be corrected at no additional cost to the State agency.

The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

**PERFORMING SERVICES:**

The Vendor shall perform all services according to the requirements and specifications of this bid.

**SPECIFICATION – MANDATORY EMERGENCY RESPONSE COMMUNICATION**

Contractor shall supply a statewide emergency response 800 phone number(s) which shall be monitored 24/7/365, for emergency situations, see ATTACHMENT D - QUALIFICATIONS.

**VISUAL REVIEW OF ELEVATOR LOCATIONS, BIDDERS TAKE NOTE:**

Arrangements to view the elevators may be made by contacting the “AGENCY CONTACTS” at the various agencies. The maintenance personnel contacts are listed in ATTACHMENT E – ELEVATOR CONTACT, LOCATION AND REMIT TO INFORMATION.

**RESPONSE TIME:**

The contractor must respond to service calls per the following requirements:

- Emergency calls must be returned within one hour (24/7/365)
- Non-Emergency calls must be returned within one business hour 8AM-5PM weekdays
- If on-site service is required on an emergency basis contractor must arrive on-site anywhere in the State within two hours except for Coos County. For on-site service for emergency calls in Coos County contractor must be on-site within 4 hours
- If on-site service is required for a non-emergency call, contractor must arrive on-site anywhere in the State within one business day

**The Agency placing the service call shall determine whether the situation constitutes an “Emergency” or a “Non-Emergency”.**

**The Labor Rates to be submitted in ATTACHMENT B for “Service and Repair” apply here.**

**ELEVATOR TESTING/INSPECTIONS:**

The contractor shall perform all required State of New Hampshire inspections and safety tests, one year, three-year and five year as determined by the State of New Hampshire, Department of Labor.

**ANNUAL INSPECTIONS**

The Annual Inspection shall be done on the anniversary date (month it is due), which includes Firefighters Emergency Operation (fire recall), with smoke detectors and heat detectors, at the same time.

### **FIRE RECALL TEST**

As part of the annual inspection, the contractor shall coordinate with the State Agency and the Fire Alarm Company selected by the State, a fire recall test on the elevator.

**To accomplish the Fire Recall Test the responsibilities of the parties shall be as follows:**

**THE ELEVATOR COMPANY SHALL** – be responsible for inspecting the elevator equipment which includes the elevator machine room, elevator pit, elevator hoist way and elevator car. The inspection also includes the hoist way structure, machine room structure for fire rating. The elevator company inspector shall witness the testing of the related fire initiating devices for the elevator that includes each elevator lobby, associated machine room, elevator pit and elevator hoist way. The cost for all actions stated above to accomplish the annual inspection shall be included as part of the monthly fee submitted in the Elevator Testing/Inspection portion of this bid.

**THE OWNER (STATE AGENCY) SHALL** - be responsible to provide and schedule a fire alarm company to work in conjunction with the Elevator company for the testing of Firefighters Emergency Operation (fire recall and shunt trip). All cost associated with and charged by the alarm company to provide this test and any repairs to the alarm system deemed necessary to accomplish this part of the elevator annual inspection shall be borne by the owner (state agency).

**THE FIRE ALARM COMPANY SHALL** - administer testing of the Firefighters Emergency Operation (fire recall and shunt trip) in conjunction with the elevator company. The elevator company inspector shall witness the testing of the related fire initiating devices for the elevator that includes each elevator lobby, associated machine room, elevator pit and elevator hoist way.

### **5 YEAR LOAD TEST**

If a 5 year load test is required for an elevator, the contractor will coordinate that test into the annual inspection during the anniversary date required. Pricing for the 5 year load test will be included in the monthly rate cost offered.

**All Testing/Inspection costs shall be incorporated into the monthly rate cost offered.**

### **INSPECTION REQUIREMENTS / SPECIFICATIONS**

- **HYDRAULIC PASSENGER AND FREIGHT**  
Hydraulic passenger and freight to be maintained and inspected to ASME A17.1 per NH RSA 157-B: 3 and 4, also Administrative Rule Part Lab 1302.
- **ELECTRIC (CABLE) PASSENGER, FREIGHT AND DUMBWAITER**  
Electric (cable) passenger, freight and Dumbwaiter to be maintained and inspected to ASME A17.1 per NH RSA 157-B:3 and 4, also Administrative Rule Part Lab 1302.
- **ACCESSIBILITY LIFTS:**  
Accessibility Lifts To be maintained and inspected to ASME A17.1 and A18.1 (after 1998) per NH RSA 157-B: 3 and 4, also Administrative Rule Part Lab 1302.

### **LABOR COVERAGE:**

The contractor will regularly and systemically examine the elevators, including oiling and cleaning machine, motor and controller, and other required items; cleaning of car tops and pits, hoist ways, door tracks, and other hoist way equipment; greasing or lubricating guide rails; minor adjustments and parts replacement disclosed as reasonably necessary at the time of regular examinations due to normal wear and tear to insure the safety and reliability of the elevators. All other work will be requested and authorized by the maintenance personnel representing the utilizing agency.

### **EQUIPMENT REQUIREMENT:**

The successful contractor must have at their disposal the proper equipment to service the proprietary elevators in the State system. ( i.e. Dover, Dmc, Schindler micro processors, etc.)

**NON-BILLING CHARGES TO THE STATE OF NEW HAMPSHIRE:**

- Offered service rates and all labor hourly rates **shall not include** mileage or travel cost. The State shall not be charged for mileage and/or labor charges during travel time.
- The contractor shall provide all signal fixture lamps, lubricants, cleaning compounds and wiping cloths at all locations at no charge to the State.

**NOTE:** Should the Contractor make any changes to State equipment as a result of any services provided, they shall provide two (2) copies of all original and/or any marked up or otherwise altered prints, drawings and wiring diagrams to the State Agency. Drawings must be provided to the Agency in a mutually agreeable time frame with the Agency having final approval.

## ATTACHMENT A

### RESPONSE TIME AND REPAIR PARTS SUPPLY

**(ATTACH RESPONSE AND LABEL AS: ATTACHMENT A – RESPONSE TIME AND REPAIR PARTS SUPPLY)**

**SERVICES:** Bidder must demonstrate that they are available within a reasonable distance of where work is to be performed, that they can respond to emergency and non-emergency requests within the time required (See Response Time Section above), that they have sufficient staff to handle the volume of work required, and that they have an adequate stock of those spare parts that are subject to frequent replacement.

Please attach information demonstrating your compliance with the above requirement. Include physical location of service staff, number of service staff, location/availability of repair parts etc.

**ATTACHMENT B**

**LABOR RATES**

**(BIDDER TO FILL IN ALL SPACES BELOW)**

The following Labor Rates are to apply to the Service and Repair portion of this bid.

**LABOR BILLING REPAIR RATES:**

The bidder hereby agrees to provide repair services and to respond to emergency service calls, at the following rates per hour:

- **Normal working hours, 6:00 am to 6:00 pm Monday through Friday (NON HOLIDAY):**

Mechanic \$\_\_\_\_\_ per hour

Team (two or more personnel) \$\_\_\_\_\_ hourly rate for team

- **Overtime working hours - Monday – Friday 6:01 pm - 5:59 am & Saturday work hours - 12:01 am – 12:00 pm - excluding state holidays**

Mechanic \$\_\_\_\_\_ per hour

Team (two or more personnel) \$\_\_\_\_\_ hourly rate for team

- **Sunday & State holiday working hours - 12:01 am – 12:00 pm**

Mechanic \$\_\_\_\_\_ per hour

Team (two or more personnel) \$\_\_\_\_\_ hourly rate for team

The following work hour categories shall be established and followed when establishing contract billing process

- Standard work hours - Monday – Friday 6:00 am -6:00 pm - excluding state holidays
- Overtime work hours - Monday – Friday 6:01 pm - 5:59 am & Saturday work hours - 12:01 am – 12:00 pm - excluding state holidays
- Sunday & state holiday work hours - 12:01 am – 12:00 pm

- I. Contractor will observe official State holidays. All hours the contractor is required to work on a State holiday will be considered as Sunday or holiday work hours. The following State holidays will be observed:

NEW YEARS DAY	PRESIDENTS DAY
MARTIN LUTHER KING'S DAY	VETERAN'S DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	DAY AFTER THANKSGIVING
LABOR DAY	CHRISTMAS DAY

## **ATTACHMENT C**

### **PARTS PRICING AND MARK-UP**

The cost basis will be per elevator in the quantities usually purchased or the quantities usually used.

All parts outside of Testing and Inspection work shall be invoiced to the agencies at the contractor net price plus a markup of 12 %. (Hydraulic fluid to be billed under this format)

Rebuilding equipment (i.e. electric motors) shall be accomplished when authorized by the agency.

Total cost charged for rebuilding by subcontractor plus mark-up of 12% shall be allowed.

Replaced or discarded components will become the property of the contractor.

**ATTACHMENT D**

**QUALIFICATIONS**

**(ATTACH RESPONSE AND LABEL AS: ATTACHMENT D – QUALIFICATIONS)**

**QUALIFICATION OF CONTRACTORS:**

Bids will only be considered from vendors meeting the minimum qualifications noted herein. Bidders are required to demonstrate compliance with the following qualifications with their bid response.

- A minimum of three years of experience testing and servicing elevators including the types listed within this bid. Bidders shall demonstrate their experience by providing a brief narrative outlining their qualifications (including years of experience) of the bidding entity and by completing the references requested below.
- A minimum amount of in-house staff (experienced/trained inspectors and technicians licensed within the State of New Hampshire for a period of at least three years prior to the date of this bid opening) in order to provide a twenty-four hour seven-day a week service. Bidders shall demonstrate an adequate amount of staffing by providing a list of applicable Inspectors/Technicians (include employees title, years of experience, certification and/or licensing).

**Failure to demonstrate the above qualifications is grounds for rejection of your RFB response.**

**(BIDDER TO FILL IN ALL SPACES BELOW)**

**QUALIFICATIONS OF EMPLOYEES:**

All employees assigned by the contractor to perform all work under this contract shall be licensed by the State of New Hampshire as an elevator mechanic or inspector.

Confirm here that all the mechanics and inspectors that will be assigned to this contract are licensed by the State of New Hampshire as an elevator mechanic or inspector. YES \_\_\_\_\_ NO \_\_\_\_\_

The contractor must be registered and in good standing with the State of New Hampshire, Department of Labor and Secretary of State.

The contractor shall provide, at least 2 clients currently being serviced within the State of New Hampshire, and that the clients listed demonstrate successful services for the makes and types of elevator units listed within this bid.

Client Name: \_\_\_\_\_, Contact person, \_\_\_\_\_ Phone # \_\_\_\_\_

Client Name: \_\_\_\_\_, Contact Person, \_\_\_\_\_ Phone # \_\_\_\_\_

CONTRACTOR NAME & ADDRESS

\_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON

\_\_\_\_\_

CONTACT PERSON E-MAIL

\_\_\_\_\_

TEL. # \_\_\_\_\_ FAX# \_\_\_\_\_

EMERGENCY RESPONSE 800 NUMBER \_\_\_\_\_

**(THIS REQUIRED NUMBER SHALL BE MONITORED 24/7/365 TO REQUEST EMERGENCY SERVICE)**

**ATTACHMENT E**  
**ELEVATOR CONTACT, LOCATION AND REMIT TO INFORMATION**

The "Service Coverage" requirements of each location will be indicated by the codes listed below for "Frequency of Inspections" and required "Call Back Service".

**FREQUENCY OF TESTING OR INSPECTIONS:**

- A.1 - Semi Monthly
- A.2 - Monthly
- A.3 - BI-Monthly
- A.4 - Quarterly
- A.5 - Semi-Annually

**CALL BACK SERVICE:**

Service required for problems that may occur between scheduled service maintenance visits.

B.1 - none

B.2 - between the hours of 8:00 am and 5:00 pm, Monday through Friday excluding holidays. Not exceeding two (2) on-site hours. Calls requiring an excess of two (2) on-site hours must be approved and initialed by an authorized agency representative. Billing time for these calls begins with the third hour. The first two- (2) hour of any call back time is not to be billed.

**The contractor must provide, each State agency utilizing in this contract, a list of the states observed holidays, See Attachment A**

**AGENCY CONTACT AND REMIT TO TABLE BELOW**

<b>AGENCY CONTACT AND REMIT DOCUMENT</b>
--

LINE	AGENCY NAME	AGENCY ABBREVIATION	AGENCY CONTACT	PHYSICAL LOCATION	TELEPHONE	E-MAIL	REMIT ADDRESS
1	BUREAU OF FACILITIES MANAGEMENT	(BFAM)	DAVID CLAPP	129 PLEASANT STREET CONCORD, NH	603-271-9501	<a href="mailto:david.s.clapp@dhhs.state.nh.us">david.s.clapp@dhhs.state.nh.us</a>	BUREAU OF FACILITIES & ASSETS MGMT 129 PLEASANT ST. CONCORD NH 03301
2	BUREAU OF ADMIN SERV./ GENERAL SERV.	(GS)	RON WHITE	STATE HOUSE ANNEX ROOM 408, 25 CAPITOL STREET CONCORD, NH 03301	603-271-6877	<a href="mailto:ronald.white@nh.gov">ronald.white@nh.gov</a>	BUREAU OF GENERAL SERV. BUS. OFFICE ROOM 418, 25 CAPITOL STREET CONCORD, NH 03301
3	NH DEPT. OF CORRECTION - CONCORD	(DOC)	JONATHAN HANSON	NH STATE PRISON 3 MCGUIRE ST. BOX 14 CONCORD, NH 03301	603-271-1888	<a href="mailto:jonathan.k.hanson@nhdoc.state.nh.us">jonathan.k.hanson@nhdoc.state.nh.us</a>	NH DEPT OF CORRECTIONS PO BOX 1806 CONCORD, NH 03301
4	<b>LOCATION DELETED</b>						
5	NH DEPT. OF CORRECTION - BERLIN	(DOC/BER)	JONATHAN HANSON	NH DOC NORTHERN NH FACILITY 138 EAST MILAN RD BERLIN, NH 03570	603-271-1888	<a href="mailto:jonathan.k.hanson@nhdoc.state.nh.us">jonathan.k.hanson@nhdoc.state.nh.us</a>	NH DEPT OF CORRECTIONS PO BOX 1806 CONCORD, NH 03301
6	NH DEPT. OF ENVIROMENTAL SERVICES	(DES/FRA)	CRAIG SHIPPEE	NH DES - FWWTP 202 WATER STREET LACONIA, NH 03246	603-528-6746	<a href="mailto:cshippee@des.state.nh.us">cshippee@des.state.nh.us</a>	NH DEPT. OF ENVIROMENTAL SERVICE DIV. OF WSPCD PO BOX 95 CONCORD, NH 03301
7	DEPT. OF HHS / JUVINILE JUSTICE SERVS	(YDC)	HARRY HADLEY	NH DEPT.OF HHS / YDC 1056 NORTH RIVER ROAD MANCHESTER, NH 03104	603-625-5471	<a href="mailto:hhadley@dhhs.state.nh.us">hhadley@dhhs.state.nh.us</a>	NH DEPT. OF HHS / JUVENILE JUSTICE 1056 NORTH RIVER ROAD MANCHESTER, NH 03104

**AGENCY CONTACT AND  
REMIT DOCUMENT**

LINE	AGENCY NAME	AGENCY ABBREVIATION	AGENCY CONTACT	PHYSICAL LOCATION	TELEPHONE	E-MAIL	REMIT ADDRESS
8	NH COMMUNITY TECHNICAL COLLEGE SYS.	(CTCS)	MIKE THERRIEN	CONCORD COMMUNITY COLLEGE 43 COLLEGE DR. CONCORD, NH 03301	603-230-4062	<a href="mailto:mtherrien@ccsnh.edu">mtherrien@ccsnh.edu</a>	NH COMM. TECHNICAL COLLEGE SYS. 26 COLLEGE DRIVE CONCORD, NH 03301
9	NH FIRE ACADEMY	(DS)	JIM MINERY	NH FIRE ACADEMY 96 SMOKEY BEAR BLVD CONCORD. NH 03301	603-419-9451	<a href="mailto:James.c.Minery@dos.nh.gov">James.c.Minery@dos.nh.gov</a>	NH DEPT. OF SAFETY / FIRE ACADEMY 10 HAZEN DRIVE CONCORD. NH 03301
10	DEPT. OF HHS / GLENCLIFF HOME	(GHE)	MIKE ARCHER	NH GLENCLIFF HOME F/T ELDERLY PO BOX 77, HIGH STREET GLENCLIFF, NH 03238	603-989-3111	<a href="mailto:Michael.R.Archer@dhs.state.nh.us">Michael.R.Archer@dhs.state.nh.us</a>	NH GLENCLIFF HOME F/T ELDERLY PO BOX 77, HIGH STREET GLENCLIFF, NH 03238
11	NH VETERANS HOME	(VH)	JON BOSSEY	NH VETERANS HOME 139 WINTER STREET, PO BOX 229 TILTON, NH 03276	603-527-4452	<a href="mailto:jon.bossey@nhvh.nh.gov">jon.bossey@nhvh.nh.gov</a>	NH VETERANS HOME 139 WINTER STREET, PO BOX 229 TILTON, NH 03276
12	NH LIQUOR COMMISSION	(LIQ)	LEIGH HARDY	NH LIQUOR COMMISSION 50 STORRS STREET CONCORD, NH 03301	603-230-7038	<a href="mailto:leigh.hardy@liquor.state.nh.us">leigh.hardy@liquor.state.nh.us</a>	NH LIQUOR COMMISSION PO BOX 503 CONCORD, NH 03301

**AGENCY CONTACT AND  
REMIT DOCUMENT**

LINE	AGENCY NAME	AGENCY ABBREVIATION	AGENCY CONTACT	PHYSICAL LOCATION	TELEPHONE	E-MAIL	REMIT ADDRESS
13	NH ADJUTANT GENERALS DEPT	(ADJ/GEN)	PAUL ANNIS	STATE MILITARY RESERVATION 1 MINUTE MAN WAY CONCORD, NH 03301	603-496-2988	<a href="mailto:paul.d.annis@us.army.mil">paul.d.annis@us.army.mil</a>	NH ADJUTANT GENERALS DEPT BUSINESS OFFICE, 4 PEMBROKE RD CONCORD, NH 03301
14	NH DEPT. OF FISH & GAME	(F&G)	RICHARD FINK	NH DEPT. OF FISH & GAME DIV. OF FACILITIES & LANDS 11 HAZEN DRIVE CONCORD, NH 03301	603-271-1134	<a href="mailto:richard.fink@wildlife.nh.gov">richard.fink@wildlife.nh.gov</a>	NH DEPT. OF FISH & GAME DIV. OF FACILITIES & LANDS 11 HAZEN DRIVE CONCORD, NH 03301
15	NH DEPT. OF EMPLOYMENT SECURITY	(ES)	JESSE PROPRI	NH DEPT. OF EMPLOYMENT SECURITY FISCAL MGMT, 32 MAIN STREET CONCORD, NH 03301	603-419-9757	<a href="mailto:jesse.b.propri@nhes.nh.gov">jesse.b.propri@nhes.nh.gov</a>	NH DEPT. OF EMPLOYMENT SECURITY FISCAL MGMT, 32 MAIN STREET CONCORD, NH 03301
16	NH POLICE STANDARDS & TRAINING	(PST)	CLEM HAMILTON	NH POLICE STANDARDS & TRAINING 17 INSTITUTE DRIVE CONCORD, NH 03301	603-271-2133	<a href="mailto:chamilton@pstc.state.nh.us">chamilton@pstc.state.nh.us</a>	NH POLICE STANDARDS & TRAINING 17 INSTITUTE DRIVE CONCORD, NH 03301
17	DEPT. OF TRANSPORTATION / TURNPIKES	(DOT/TOLLS)	AL BARRINGTON	NH DOT- TURNPIKES - ADMINISTRATION 36 HACKET HILL ROAD, PO BOX 2950 HOOKSETT, NH 03100	603-485-3806	<a href="mailto:abarrington@dot.state.nh.us">abarrington@dot.state.nh.us</a>	NH DOT- BUREAU OF TURNPIKES 36 HACKET HILL ROAD, PO BOX 2950 HOOKSETT, NH 03100
18	DEPT. OF ADMIN SERV - COURT FACILITIES CONCORD DISTRICT COURT	(CF/CON)	MO LONGCHAMPS	ADMIN SERV - COURT FACILITIES CONCORD DISTRICT COURT 32 CLINTON STREET, PO BOX 3420 CONCORD, NH 03301	603-783-1817	<a href="mailto:maurice.longchamps@nh.gov">maurice.longchamps@nh.gov</a>	ADMIN SERV - COURT FACILITIES STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301
19	DEPT. OF ADMIN SERV - COURT FACILITIES PORTSMOUTH DISTRICT COURT	(CF/PORT)	HONG BAE KIM	ADMIN SERV - COURT FACILITIES PORTSMOUTH DISTRICT COURT 111 PARROT AVE PORTSMOUTH, NH 03801	603-783-1816	<a href="mailto:hong.kim@nh.gov">hong.kim@nh.gov</a>	ADMIN SERV - COURT FACILITIES STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301

**AGENCY CONTACT AND  
REMIT DOCUMENT**

LINE	AGENCY NAME	AGENCY ABBREVIATION	AGENCY CONTACT	PHYSICAL LOCATION	TELEPHONE	E-MAIL	REMIT ADDRESS
20	DEPT. OF ADMIN SERV - COURT FACILITIES ROCHESTER DISTRICT COURT	(CF/ROCH)	MICHAEL CHASE	ADMIN SERV - COURT FACILITIES ROCHESTER DISTRICT COURT 76 NORTH MAIN STREET ROCHESTER, NH 03867	603-783-1820	<a href="mailto:michael.chase@nh.gov">michael.chase@nh.gov</a>	ADMIN SERV - COURT FACILITIES STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301
21	DEPT. OF ADMIN SERV - COURT FACILITIES ROCKINGHAM COUNTY COURTHOUSE	(CF/ROCK)	DAVID PAOLA	ADMIN SERV - COURT FACILITIES ROCKINGHAM COUNTY COURTHOUSE #10 ROUTE 125, BRENTWOOD, NH 03833	603-783-1810	<a href="mailto:david.paola@nh.gov">david.paola@nh.gov</a>	ADMIN SERV - COURT FACILITIES STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET
22	DEPT. OF ADMIN SERV - COURT FACILITIES COOS COUNTY COURTHOUSE	(CF/COOS)	CHRISTINA BRYANT	ADMIN SERV - COURT FACILITIES COOS COUNTY COURTHOUSE SUITE 105, 55 SCHOOL STREET LANCASTER, NH 03584	603-545-2515	<a href="mailto:christina.bryant@nh.gov">christina.bryant@nh.gov</a>	ADMIN SERV - COURT FACILITIES STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301
23	DEPT. OF ADMIN SERV - COURT FACILITIES MANCHESTER DISTRICT COURT	(CF/MAN)	LARRY LEBRUN	ADMIN SERV - COURT FACILITIES MANCHESTER DISTRICT COURT 35 AMHERST ST, BOX 456 MANCHESTER, NH 03105	603-783-1812	<a href="mailto:larry.lebrun@nh.gov">larry.lebrun@nh.gov</a>	ADMIN SERV - COURT FACILITIES STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301
24	DEPT. OF ADMIN SERV - COURT FACILITIES HILLSBOROUGH SUPERIOR COURT	(CF/HILL-N)	STEVE LIS	ADMIN SERV - COURT FACILITIES HILLSBOROUGH SUPERIOR COURT 300 CHESTNUT STREET MANCHESTER, NH 03101	603-545-8608	<a href="mailto:steve.lis@nh.gov">steve.lis@nh.gov</a>	ADMIN SERV - COURT FACILITIES STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301
25	DEPT. OF ADMIN SERV - COURT FACILITIES NASHUA DISTRICT COURT	(CF/NASH)	HERNEY LONDONO	ADMIN SERV - COURT FACILITIES NASHUA DISTRICT COURT 25 WALNUT STREET - OVAL NASHUA, NH 03060	603-765-6953	<a href="mailto:herney.londono@nh.gov">herney.londono@nh.gov</a>	ADMIN SERV - COURT FACILITIES STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301

**AGENCY CONTACT AND  
REMIT DOCUMENT**

LINE	AGENCY NAME	AGENCY ABBREVIATION	AGENCY CONTACT	PHYSICAL LOCATION	TELEPHONE	E-MAIL	REMIT ADDRESS
26	DEPT. OF ADMIN SERV - COURT FACILITIES  PLYMOUTH DISTRICT COURT	(CF/PLY)	KEVIN MORSE	ADMIN SERV - COURT FACILITIES  PLYMOUTH DISTRICT COURT 26 GREEN STREET PLYMOUTH, NH 03264	603-545-1066	<a href="mailto:kevin.morse@nh.gov">kevin.morse@nh.gov</a>	ADMIN SERV - COURT FACILITIES  STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301
27	DEPT. OF ADMIN SERV - COURT FACILITIES DERRY DISTRICT COURT	(CF/DERR)	SUE FLAHERTY	ADMIN SERV - COURT FACILITIES  DERRY DISTRICT COURT 10 MANNING STREET DERRY, NH 03038	603-783-1806	<a href="mailto:susan.flaherty@nh.gov">susan.flaherty@nh.gov</a>	ADMIN SERV - COURT FACILITIES  STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301
28	DEPT. OF ADMIN SERV - COURT FACILITIES HILLSBOROUGH SUPERIOR COURT	(CF/HILL)	HERNEY LONDONO	ADMIN SERV - COURT FACILITIES  HILLSBOROUGH SUPERIOR COURT 30 SPRING STREET NASHUA, NH 03061	603-765-6953	<a href="mailto:herney.londono@nh.gov">herney.londono@nh.gov</a>	ADMIN SERV - COURT FACILITIES  STATE HOUSE ANNEX, ROOM 420  25 CAPITOL STREET CONCORD, NH 03301
29	DEPT. OF ADMIN SERV - COURT FACILITIES JAFFREY DISTRICT COURT	(CF/JAFF)	GREGORY MARSH	ADMIN SERV - COURT FACILITIES  JAFFREY DISTRICT COURT 84 PETERBOROUGH STREET JAFFREY, NH	603-412-7030	<a href="mailto:gregory.marsh@nh.gov">gregory.marsh@nh.gov</a>	ADMIN SERV - COURT FACILITIES  STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301
30	DEPT. OF ADMIN SERV - COURT FACILITIES DOVER DISTRICT COURT	(CF/DOV)	TONY SAPOCHETTI	ADMIN SERV - COURT FACILITIES  DOVER DISTRICT COURT 25 ST. THOMAS STREET DOVER, NH	603-783-1821	<a href="mailto:anthony.sapochetti@nh.gov">anthony.sapochetti@nh.gov</a>	ADMIN SERV - COURT FACILITIES  STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301
31	DEPT. OF ADMIN SERV - COURT FACILITIES  CAROL COUNTY COURTHOUSE	CF/OSSIPEE)	PHYLLIS NUDD	ADMIN SERV - COURT FACILITIES  CAROL COUNTY COURTHOUSE  96 WATER VILLAGE ROAD OSSIPEE, NH 03864	603-783-1896	<a href="mailto:phyllis.nudd@nh.gov">phyllis.nudd@nh.gov</a>	ADMIN SERV - COURT FACILITIES  STATE HOUSE ANNEX, ROOM 420  25 CAPITOL STREET CONCORD, NH 03301

AGENCY CONTACT AND REMIT DOCUMENT							
AGENCY NAME	AGENCY ABBREVIATION	AGENCY CONTACT	PHYSICAL LOCATION	TELEPHONE	E-MAIL	REMIT ADDRES	
32	DEPT. OF ADMIN SERV - COURT FACILITIES LACONIA COURTHOUSE	(CF/LACONIA)	KEVIN CRUTCHFIELD	ADMIN SERV - COURT FACILITIES LACONIA COURTHOUSE 26 ACADEMY STREET LACONIA, NH 03246	603-783-1811	<a href="mailto:kevin.crutchfield@nh.gov">kevin.crutchfield@nh.gov</a>	ADMIN SERV - COURT FACILITIES STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301
33	DHHS - NEW HAMPSHIRE HOSPITAL NEW HAMPSHIRE HOSPITAL	(NHH)	DONALD FICKEN	NEW HAMPSHIRE HOSPITAL - MAINT. NEW HAMPSHIRE HOSPITAL 36 CLINTON STREET CONCORD, NH 03301	603-271-5271	<a href="mailto:donald.d.ficken@dhhs.state.nh.us">donald.d.ficken@dhhs.state.nh.us</a>	NEW HAMPSHIRE HOSPITAL - ACC/PAY NEW HAMPSHIRE HOSPITAL 36 CLINTON STREET CONCORD, NH 03301
34	DEPT. OF RESOURCE & ECONOMIC DEVELOPMENT	(DRED-MT. WASH)	MIKE PELCHAT	DEPT. OF RESOURCE & ECONOMIC DEVELOPMENT MT. WASHINGTON STATE PARK MT. WASHINGTON AUTO ROAD, RT 16 PINKHAM NOTCH, NH	603-466-3347	<a href="mailto:michael.pelchat@dred.nh.us">michael.pelchat@dred.nh.us</a>	DEPT. OF RESOURCE & ECONOMIC DEVELOPMENT MT. WASHINGTON STATE PARK PO BOX D GORHAM, NH 03581
35	DEPT. OF RESOURCE & ECONOMIC DEVELOPMENT	(DRED)	BILL O'CONNOR	DEPT. OF RESOURCE & ECO. DEV FRANCONIA STATE PARK FLUME VISITORS CENTER RT. 3 FRANCONIA, NH 03580	603-745-8391 603-823-8800		NH DEPT. OF RESOURCE & ECO. DEV. FRANCONIA STATE PARK PO BOX 1856 CONCORD, NH 03301
36	NASHUA COMMUNITY COLLEGE	(NCC)	SCOTT BIENVENUE	NASHUA COMMUNITY COLLEGE 505 AMHERST STREET NASHUA, NH 03063	603-578-1558	<a href="mailto:sbienvenue@ccsnh.edu">sbienvenue@ccsnh.edu</a>	CCSNH 26 COLLEGE DRIVE CONCORD, NH 03301

**AGENCY CONTACT AND  
REMIT DOCUMENT**

LINE	AGENCY NAME	AGENCY ABBREVIATION	AGENCY CONTACT	PHYSICAL LOCATION	TELEPHONE	E-MAIL	REMIT ADDRESS
37	DEPT. OF ADMIN SERV - COURT FACILITIES MERRIMACK COURTHOUSE	(CF/ MERRIMACK)	JAMES VILLEMURE	ADMIN SERV - COURT FACILITIES MERRIMACK COURTHOUSE 4 BABOOSIC LAKE ROAD MERRIMACK, NH 03054	603-717-1902	<a href="mailto:james.villemure@nh.gov">james.villemure@nh.gov</a>	ADMIN SERV - COURT FACILITIES STATE HOUSE ANNEX, ROOM 420 25 CAPITOL STREET CONCORD, NH 03301
38	DEPT. OF TRANSPORTATION	(NH DOT-D5)	GARY CLIFFORD	DEPT. OF TRANSPORTATION 16 EAST POINT DRIVE BEDFORD, NH 03110	603-485-9526	<a href="mailto:gclifford@dot.state.nh.us">gclifford@dot.state.nh.us</a>	DEPT. OF TRANSPORTATION 16 EAST POINT DRIVE BEDFORD, NH 03110
39	DEPT. OF RESOURCE & ECONOMIC DEVELOPMENT	(DRED-DTTD1)	JENNIFER CODISPOTI	INTERVALE SCENIC OUTLOOK 3654 WHITE MOUNTAIN HIGHWAY NORTH CONWAY, NH 03860	603-271-2665	<a href="mailto:jennifer.codispoti@dred.state.nh.us">jennifer.codispoti@dred.state.nh.us</a>	DRED - DTTD P O BOX 1856 CONCORD, NH 03301
40	MCAULIFFE - SHEPARD DISCOVERY CENTER	(PLANETS)	MIKE LAROCHELLE	2 INSTITUTE DRIVE CONCORD, NH 03301	603-271-7831	<a href="mailto:mlarochelle@starhop.com">mlarochelle@starhop.com</a>	MCAULIFFE - SHEPARD DISCOVERY CENTER 2 INSTITUTE DRIVE CONCORD, NH 03301
41	DEPT. OF RESOURCE & ECONOMIC DEVELOPMENT	(DRED-DTTD2)	JENNIFER CODISPOTI	SEABROOK WELCOME CENTER I-95 SEABROOK NH	603-271-2665	<a href="mailto:jennifer.codispoti@dred.state.nh.us">jennifer.codispoti@dred.state.nh.us</a>	DRED - DTTD P O BOX 1856 CONCORD, NH 03301
42	DEPT. OF RESOURCE & ECONOMIC DEVELOPMENT	(DRED- SEASHELL)	GARY BASHLINE	DEPT. OF RESOURCE & ECO. DEV 180 OCEAN BLVD, SEASHELL COMPLEX HAMPTON, NH	603 - 848-1531	<a href="mailto:gary.bashline@dred.state.nh.us">gary.bashline@dred.state.nh.us</a>	NH DEPT. OF RESOURCE & ECO. DEV. BUSINESS OFFICE PO BOX 1856 CONCORD, NH 03302
43	COMMUNITY COLLEGE SYSTEM OF NH	(RVCC)	JIM CARROLL	RIVER VALLEY COMMUNITY COLLEGE 438 WASHINGTON ST. KEENE, NH 03431	603 - 542-7744 X 5305	<a href="mailto:jcarroll@ccsnh.edu">jcarroll@ccsnh.edu</a>	COMMUNITY COLLEGE SYSTEM OF NH 26 COLLEGE DR. CONCORD, NH 03301

**AGENCY CONTACT AND  
REMIT DOCUMENT**

LINE	AGENCY NAME	AGENCY ABBREVIATION	AGENCY CONTACT	PHYSICAL LOCATION	TELEPHONE	E-MAIL	REMIT ADDRESS
44	GENERAL SERVICES	(GENL SVS/GRAPHIC SVS)	MELISSA GIRARD	STATE OF NEW HAMPSHIRE 12 HILLS AVE., CONCORD, NH 03301	603 271-1412	<a href="mailto:melissa.girard@nh.gov">melissa.girard@nh.gov</a>	STATE OF NEW HAMPSHIRE GENERAL SERVICES, 25 CAPITOL ST., RM 408 CONCORD, NH 03301
45	NH ADJUTANT GENERALS DEPT	(ADJ / GEN- STRAFFORD)	RICHARD SMITH	NHNG TRAINING SITE, ROUTE126, CENTER STRAFFORD, NH 03815	603-715-3655	<a href="mailto:richard.a.smith789.nfg@mail.mil">richard.a.smith789.nfg@mail.mil</a>	NHNG TRAINING SITE, ROUTE126, CENTER STRAFFORD, NH 03815
46	COMMUNITY COLLEGE SYSTEM OF NH	(GBCC)	STEPHEN DAVIS	GREAT BAY COMMUNITY COLLEGE  320 CORPORATE DR. PORTSMOUTH, NH	603-427-7642	<a href="mailto:sdavis@ccsnh.edu">sdavis@ccsnh.edu</a>	COMMUNITY COLLEGE SYSTEM OF NH  26 COLLEGE DR. CONCORD, NH 03301
47	COMMUNITY COLLEGE SYSTEM OF NH	(MCC)	JOSHUA MURPHY	MANCHESTER COMMUNITY COLLEGE 1066 FRONT ST. MANCHESTER, NH	603-703-8484	<a href="mailto:jmurphy@ccsnh.edu">jmurphy@ccsnh.edu</a>	COMMUNITY COLLEGE SYSTEM OF NH  26 COLLEGE DR. CONCORD, NH 03301
48	COMMUNITY COLLEGE SYSTEM OF NH	(LRCC)	ROGER LAJOIE	LAKES REGION COMMUNITY COLLEGE 379 BELMONT RD. LACONIA, NH	603-387-2106	<a href="mailto:rlajoie@ccsnh.edu">rlajoie@ccsnh.edu</a>	COMMUNITY COLLEGE SYSTEM OF NH  26 COLLEGE DR. CONCORD, NH 03301
49	COMMUNITY COLLEGE SYSTEM OF NH	(WMCC)	STEPHEN DEROSIER	WHITE MOUNTAIN COMMUNITY COLLEGE 2020 RIVERSIDE DR. BERLIN, NH	603-752-1113 X3075	<a href="mailto:sderosier@ccsnh.edu">sderosier@ccsnh.edu</a>	COMMUNITY COLLEGE SYSTEM OF NH  26 COLLEGE DR. CONCORD, NH 03301

**OFFER:** Contractor hereby offers to furnish elevator Testing/Inspection Services and Service and Repair Services to State of New Hampshire agencies, institutions, political subdivisions and authorized non-profit organizations wishing to participate, in accordance with all the requirements of this bid invitation at the following prices for the entire contract term and any extension thereof.

**RESPONSE TABLE 1**  
**ELEVATOR SERVICE AND REPAIR LABOR RATES**  
**(BIDDER TO COMPLETE TABLE BELOW)**

The "NUMBER OF HOURS" indicated below are estimates only for the purpose of comparing bidder "HOURLY RATES". These "HOURS" are for bidding purposes only and shall not be considered a minimum of guaranteed billable hours, nor shall they be considered a maximum number of hours.

<b>TYPE OF SERVICE HOURS</b>	<b>NUMBER OF HOURS</b>	<b>HOURLY RATE</b>	<b>EXTENDED COST (NUMBER OF HOURS X HOURLY RATE)</b>
Normal Work Hours – 6 AM to 6 PM, M-F <b>MECHANIC</b>	207		
Normal Work Hours – 6 AM to 6 PM, M-F <b>TEAM</b>	18		
Overtime Hours - M- F 6:01 PM – 5:59 AM & Saturdays 12:01 AM – 12:00 PM <b>MECHANIC</b>	9		
Overtime Hours - M- F 6:01 PM – 5:59 AM & Saturdays 12:01 AM – 12:00 PM <b>TEAM</b>	4		
Sunday & State Holiday Hours – 12:01 AM – 12:00 PM <b>MECHANIC</b>	4		
Sunday & State Holiday Hours – 12:01 AM – 12:00 PM <b>TEAM</b>	4		
		<b>GRAND TOTAL</b> <b>RESPONSE TABLE 1</b>	

**RESPONSE TABLE 2**  
**ELEVATOR TESTING/INSPECTION SERVICES MONTHLY FEE**

(Enter The Monthly Fee For Each Location/Equipment Listed In Response Table 2)

(This is a statewide service contract and Vendors must bid on all elevator locations listed herein to be considered.)

<b>ELEVATOR LOCATION DOCUMENT</b>						
LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>CONCORD</b>						
1	493	Cable Pass	State House Annex (GS)	SEP	A1-B2	
2	494	Cable Pass	State House Annex (GS)	SEP	A1-B2	
3	495	Cable FRT	State House Annex (GS)	SEP	A1-B2	
4	3588	Handicap Lift	State House Annex - Tunnel (GS)	DEC	A5-B2	
5	3913	HYD Pass	Admin Courts (GS)	JULY	A2-B2	
6	497	HYD Pass	State House (GS)	SEP	A1-B2	
7	498	Cable Pass	State House (GS)	SEP	A1-B2	
8	499	Cable Pass	Library (GS)	SEP	A2-B2	
9	3572	HYD Pass -DMC	Library (GS)	JAN	A2-B2	
11	3589	Handicap Lift	State House - Tunnel (GS)	DEC	A5-B2	
12	366	Cable Pass	Londerghan Hall (GS)	AUG	A2-B2	
13	5438	HYD Pass	Records & Archives Building (GS)	APRIL	A2-B2	
14	4119	HYD Pass	Johnson Hall (GS)	NOV	A2-B2	
15	2170	Elec Dumbwaiter	Morton Bldg (GS)	OCT	A3-B2	
17	5445	HYD Pass	Dot -Materials & Research (GS)	JUNE	A2-B2	
18	5409	HYD Pass	Emergency Operations Center (GS)	SEPT	A4-B2	
19	1021	HYD Pass	Supreme Court Bldg (GS)	OCT	A2-B2	
20	1022	HYD Pass	Morton Bldg (GS)	OCT	A2-B2	

## ELEVATOR LOCATION DOCUMENT

LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>CONCORD</b>						
21	1290	Cable Pass	Legislative Office Building (GS)	SEP	A2-B2	
22	1291	Cable Pass	Legislative Office Building (GS)	SEP	A2-B2	
24	4991	HYD Pass	Walker Building (GS)	JULY	A2-B2	
25	4992	HYD Pass	Walker Building (GS)	JULY	A2-B2	
26	5003	HYD Pass	Walker Building (GS)	JULY	A2-B2	
27	5110	Elec. Dumbwaiter	Walker Building (GS)	JUNE	A4 B2	
28	4850	HYD Pass	Dept of Safety - DMV (GS)	APRIL	A2 B2	
29	5098	HYD Pass	Dept of Safety - DMV (GS)	DEC	A2-B2	
30	1374	HYD Pass	Public Safety House (GS)	FEB	A2-B2	
31	1375	HYD Pass	Public Safety House (GS)	FEB	A2-B2	
32	2297	HYD Pass-dmc 2-stop	Public Safety House (GS)	SEP	A2-B2	
33	4941	HYD Pass	Health & Human Services 29 Hazen Drive (GS)	OCT	A2-B2	
34	1629	HYD Pass	Old Dept Labor (GS)	JULY	A2-B2	
35	4493	HYD Pass	64 South St - DoIT (GS)	OCT	A2-B2	
38	1156	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	
39	1363	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	
40	1364	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	
41	1365	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	
42	1366	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	
43	1367	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	
44	1303	HYD FRT	Storrs St Whse (GS)	NOV	A2-B2	
45	2930	HYD Pass	Spaulding Bldg (GS)	APR	A2-B2	
46	*006	HYD Pass	Department of Justice -(GS)	FEB	A2-B2	
47	*011	HYD Pass	Department of Justice -(GS)	FEB	A2-B2	
48	2480	Elec Dumbwaiter	Department of Justice -(GS)	FEB	A3-B2	

## ELEVATOR LOCATION DOCUMENT

LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>CONCORD</b>						
49	5857	HYD Pass	State Office Park South M & S Building (GS)	SEPT	A2-B2	
50	360	Cable Pass	Thayer (BFAM)	AUG	A2-B2	
51	1376	HYD Pass	Thayer (BFAM)	AUG	A2-B2	
53	361	Cable Pass	Main Bldg (BFAM)	AUG	A2-B2	
54	4823	Whlchr Lift	Main Bldg (BFAM)	MAY	A4 B4	
55	365	Cable Pass	Dollof (BFAM)	AUG	A2-B2	
56	1634	HYD Pass	Dollof (BFAM)	AUG	A2-B2	
57	369	Cable Frt	Warehouse (BFAM)	AUG	A2-B2	
58	1083	HYD Pass	Philbrook (BFAM)	MAR	A2-B2	
59	2344	HYD Pass CD-GH, ESCO	Acute Psych Bldg (NHH)	FEB	A2-B2	
60	2345	HYD Pass / Svc, ESCO	Acute Psych Bldg (NHH)	FEB	A2-B2	
61	2346	HYD Pass, Lobby, ESCO	Acute Psych Bldg (NHH)	FEB	A2-B2	
62	3802	HYD Pass EF-IJ, OTIS	Acute Psych Bldg (NHH)	FEB	A2-B2	
63	2709	Elec Whlchr Lift	Pond Place (NHH)	MAR	A5-B1	
64	3795	HYD Pass	Brown Bldg (BFAM)	FEB	A2-B2	
67	3796	HYD Pass	Brown Bldg (BFAM)	FEB	A2-B2	
68	3923	HYD Pass	Brown Bldg (BFAM)	JULY	A2-B2	
69	931	HYD Pass	Emp Sec (ES)	MAY	A2-B2	
70	3277	HYD Pass	Fire Trng Acad (DS)	FEB	A2-B2	
71	3649	HYD Pass-dmc 2-stop	Fire Trng Acad -Dorm (DS)	OCT	A2-B2	
72	4500	LL	Fire Trng Acad (DS)	DEC	A2-B2	
73	1747	HYD Pass	Police STD & TRNG (PST)	JUN	A4-B1	
74	3109	Elec Dumbwaiter	Police STD & TRNG (PST)	JUN	A4-B1	
75	2437	HYD Pass	Fish & Game (F&G)	MAY	A2-B2	
76	1696	HYD Pass	Prison- SHU (DOC)	DEC	A2-B2	

## ELEVATOR LOCATION DOCUMENT

LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>CONCORD</b>						
77	1878	HYD Pass	Prison/Close/Psyc (DOC)	DEC	A2-B2	
78	1879	HYD Pass	Prison/Kitchen (DOC)	DEC	A2-B2	
79	2652	HYD Pass	Prison/Industries (DOC)	DEC	A3-B1	
80	2655	HYD Pass	Prison/Admin Core Area(DOC)	DEC	A4-B1	
81	3404	HYD Pass	Prison/Warehouse (DOC)	NOV	A2-B2	
82	5379	HYD Freight	Prison / Warehouse (DOC)	DEC	A5-B2	
83	2811	Elec Whlchr Lift	Prison/Men/Mntl Hlth (DOC)	OCT	A5-B1	
84	2970	HYD Pass	Concord Dist Court (CF-CON)	SEP	A2-B2	
85	2971	HYD Pass	Concord Dist Court (CF-CON)	SEP	A2-B2	
86	2987	Elec Dumbwaiter	Concord Dist Court (CF-CON)	SEP	A2-B2	
87	4552	LULA	Concord Store 50 Storrs St. ( LIQ)	SEP	A4-B2	
88	4935	HYD Pass	Aviation Support Bldg, 26 Regional Dr.(ADJ/GEN)	MAR	A3-B2	
89	5457	HYD Pass	JFHQ-NH Building, 1 Minuteman Way. (ADJ/GEN)	DEC	A3-B2	
90	1866	HYD Pass/3 stop	Tech College - Edmund Sweeney Tech Ctr (CTCS)	JUL	A2-B2	
91	2667	HYD Pass/2 stop	Tech College - North Hall (CTCS)	JUL	A2-B2	
92	27	HYD Pass/2 stop	Tech College - Little Bldg (CTCS)	JUL	A2-B2	
93	1065	HYD Pass/2 stop	Tech College - Macrury Hall (CTCS)	JUL	A2-B2	
94	936	HYD Pass/3 stop	Tech College - South Hall (CTCS)	JUL	A2-B2	
95	5845	HYD Pass	McAuliffe - Shepard Discovery Center (PLANETS)	FEB	A2-B2	
187	6217	HYD Pass	12 Hills Ave - Admin Svs - Genl Svs - Graphic Svs	JULY	A5-B2	
190	6511	HYD Enclosed Vertical Wheelchair Platform Lifts	State House (GS)	MARCH	A5-B2	
191	6512	HYD Enclosed Vertical Wheelchair Platform Lifts	Legislative Office Building (GS)	MARCH	A5-B2	
193	6551	HYD LULA	Philbrook (BFAM)	SEPT	A2-B2	
194	6553	HYD LULA	Philbrook (BFAM)	SEPT	A2-B2	
199	5935	HYD Pass	Concord Community College - 43 College Dr. (CTCS)	JULY	A2-B2	

## ELEVATOR LOCATION DOCUMENT

LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>LACONIA</b>						
<b>96</b>	1465	HYD Pass-dmc 2-stop	Employment Security - 426 Union Ave (ES)	AUG	A3-B2	
<b>99</b>	5792	HYD Pass	Laconia Courthouse (CF/LAC)	JAN	A2 B2	
<b>100</b>	5791	HYD Pass	Laconia Courthouse (CF/LAC)	JAN	A2 B2	
<b>101</b>	5808	Cable Dumbwaiter	Laconia Courthouse (CF/LAC)	JAN	A2 B2	
<b>102</b>	203	HYD Pass	Lakes Region Community College -(LRCC)	JUL	A2-B2	
<b>103</b>	1640	HYD Pass	Lakes Region Community College -(LRCC)	JUL	A2-B2	
<b>104</b>	5264	HYD Pass	Lakes Region Community College -(LRCC) - CAT BLDG	AUG	A2-B2	

## ELEVATOR LOCATION DOCUMENT

LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>CLAREMONT</b>						
105	1794	GTD OAT SIS	Monadnock Mill (GS)	NOV	A2-B2	
106	861	HYD Pass	River Valley Community College - Main Bldg (RVCC)	DEC	A3-B2	
<b>FRANKLIN</b>						
107	1407	HYD Pass	Waste Water Trt Plnt (DES/FRA)	OCT	A2-B2	
<b>GLENCLIFF</b>						
108	1767	HYD Pass	Glenncliff Home - Brown Bldg (GHE)	DEC	A2-B2	
109	1203	HYD FRT	Glenncliff Home - Warehouse (GHE)	DEC	A2-B2	
110	4063	HYD Pass	Glenncliff Home - Brown Bldg (GHE)	DEC	A2-B2	
192	6560	Symmetry Elect Whlchr Lift	Glenncliff Home - Admin Bldg (GHE)	DEC	A2-B2	
<b>TILTON</b>						
111	1117	HYD Pass	Veteran's Home (VH)	NOV	A2-B2	
112	4808	HYD Pass	Veteran's Home (VH)	NOV	A2-B2	
113	1430	HYD Pass	Veteran's Home (VH)	NOV	A2-B2	
114	2738	HYD Pass-dmc 2-stop	Veteran's Home (VH)	NOV	A2-B2	
188	6274	HYD Pass	Veteran's Home (VH)	NOV	A2-B2	

## ELEVATOR LOCATION DOCUMENT

LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>MANCHESTER</b>						
<b>115</b>	3091	HYD FRT	Stock Room (YDC)	JAN	A3-B2	
<b>116</b>	2408	Elec Whlchr Lift	Cellar (YDC)	JAN	A5-B1	
<b>117</b>	3481	Elec Whlchr Lift	Gym (YDC)	JAN	A5-B1	
<b>118</b>	5365	ADA Lift	298 Hanover St. - (ES)	OCT	A5-B2	
<b>122</b>	6188	HYD Pass	Hillsborough Sup Crt (CF-HILL)	OCT	A2-B2	
<b>123</b>	6189	HYD Pass	Hillsborough Sup Crt (CF-HILL)	OCT	A2-B2	
<b>124</b>	6190	HYD Pass	Hillsborough Sup Crt (CF-HILL)	OCT	A2-B2	
<b>125</b>	6191	HYD Pass	Hillsborough Sup Crt (CF-HILL)	OCT	A2-B2	
<b>126</b>	3563	HYD Pass -DMC	Manchester Dist Crt (CF-MAN)	JAN	A2-B2	
<b>127</b>	3564	HYD Pass -DMC	Manchester Dist Crt (CF-MAN)	JAN	A2-B2	
<b>128-A</b>	3565	HYD Pass -DMC	Manchester Dist Crt (CF-MAN)	JAN	A2-B2	
<b>129-A</b>	1670	HYD Pass	Manchester Community College B-Bldg (MCC)	MAY	A3-B2	
<b>130-A</b>	3148	HYD Pass	Manchester Community College Knox-A (MCC)	MAY	A3-B2	
<b>131-A</b>	5589	HYD Pass	Manchester Community College (MCC)	MAY	A3-B2	
<b>184</b>	6311	Elec Dumwaiter	Hillsboro County Court (CF-HILL)	DEC	A4-B1	
<b>195</b>	6588	Accessibility Lift	Administration (YDC)	JAN	A5-B1	

## ELEVATOR LOCATION DOCUMENT

LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>HAMPTON</b>						
<b>128-B</b>	3574	Dover DMC HYD HC	Liquor Store I-95 N (LIQ)	MAR	A5-B1	
<b>129-B</b>	3575	Elec Dumwaiter	Liquor Store I-95 N (LIQ)	MAR	A5-B1	
<b>130-B</b>	2214	Elec Dumwaiter	Main I-95 (DOT/TOLLS)	OCT	A4-B2	
<b>131-B</b>	2291	Elec Dumwaiter	Ramp I-95 (DOT/TOLLS)	OCT	A4-B2	
<b>132</b>	6187	HYD Pass	Parks & Rec. (DRED - SEASHELL) South Pavillion	MAY	A4-B2	
<b>133</b>	6186	HYD Pass	Parks & Rec. (DRED - SEASHELL) South Pavillion	MAY	A4-B2	
<b>134</b>	6226	HYD Pass	Parks & Red. (DRED - SEASHELL)	NOV	A4-B2	
<b>135</b>	6230	Wheel Chair Lift	Parks & Red. (DRED - SEASHELL)	SEPT	A5 - B1	
<b>SEABROOK</b>						
<b>136</b>	4162	Elec Dumbwaiter	I-95 Seabrook Welcome Ctr (DRED - DTTD2)	MAR	A4-B2	
<b>DERRY</b>						
<b>137</b>	3799	HYD Pass - OTIS	Derry Dist Crt (CF/DERR)	FEB	A2-B2	
<b>138</b>	3874	Elec Dumbwaiter	Derry Dist Crt (CF/DERR)	FEB	A4-B1	

## ELEVATOR LOCATION DOCUMENT

LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>NASHUA</b>						
139	2673	HYD Pass	Hillsborough Superior Court (CF-HILL-S)	JAN	A2-B2	
140	2674	HYD Pass	Hillsborough Superior Court (CF-HILL-S)	JAN	A2-B2	
141	2675	HYD Pass	Hillsborough Superior Court (CF-HILL-S)	JAN	A2-B2	
142	2676	HYD Pass	Hillsborough Superior Court (CF-HILL-S)	JAN	A2-B2	
143	2778	Elec Dumbwaiter	Hillsborough Superior Court (CF-HILL-S)	JAN	A4-B1	
144	1425	HYD Pass	Nashua District Court (CF/NASH)	JAN	A2-B2	
145	3008	Cable Dumbwaiter	Nashua District Court (CF/NASH)	JAN	A3-B1	
146	1081	HYD Pass	Nashua Community College - Main Bldg (NCC)	JULY	A4-B2	
147	5705	HYD Pass	Nashua Community College - Wellness Center (NCC)	JULY	A4-B2	
189	6121	HYD Pass	Nashua Community College - Judd Gregg Hall (NCC)	JULY	A4-B2	
<b>BRENTWOOD</b>						
148	3413	HYD Pass-shindler -micro proc	Rockingham Superior Court (CF-ROCK)	MAY	A2-B2	
149	3414	HYD Pass-shindler -micro proc	Rockingham Superior Court (CF-ROCK)	MAY	A2-B2	
150	3415	HYD Pass-shindler -micro proc	Rockingham Superior Court (CF-ROCK)	MAY	A2-B2	
151	3416	HYD Pass-shindler -micro proc	Rockingham Superior Court (CF-ROCK)	MAY	A2-B2	
152	3501	Elec Dumbwaiter	Rockingham Superior Court (CF-ROCK)	MAY	A5-B1	
<b>PLYMOUTH</b>						
153	3558	HYD Pass -OTIS 2 stop front & rear	Plymouth Dist Crt (CF/PLY)	JAN	A2-B2	

## ELEVATOR LOCATION DOCUMENT

LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>DOVER</b>						
154	4652	HYD Pass OTIS	Dover District Court (CF/DOV)	SEP	A2 B2	
155	4803	Elec Dumbwaiter	Dover District Court (CF/DOV)	SEP	A2 B2	
<b>PORTSMOUTH</b>						
156	1599	HYD Pass	Portsmouth Dist Crt (CF/PORT)	DEC	A2-B2	
171	3033	HYD Pass	Great Bay Community College - Main Bldg (GBCC)	MAY	A2 -B2	
198	6068	HYD Pass	Great Bay Community College - Main Bldg (GBCC)	JAN	A2-B2	
<b>ROCHESTER</b>						
157	3110	HYD Pass	Rochester Dist Crt (CF/ROCH)	SEP	A2-B2	
158	3129	Elec Dumbwaiter	Rochester Dist Crt (CF/ROCH)	SEP	A4-B1	
<b>JAFFREY</b>						
159	4627	HYD Pass	Jaffrey Dist. Court (CF/JAFFREY)	JAN	A2 -B2	
160	4866	Oil Dumbwaiter	Jaffrey Dist. Court (CF/JAFFREY)	JAN	A4-B2	
<b>LANCASTER</b>						
161	3715	HYD Pass -DM - Spec	Coos Dist Crt (CF/COOS)***	APR	A2-B2	
162	3716	HYD Pass -DM - Spec	Coos Dist Crt (CF/COOS)***	APR	A2-B2	
<b>BERLIN</b>						
163	62	HYD Pass	White Mountains Community College - Main Bldg (WMCC)	MAR	A2-B2	
164	4080	HYD Pass	Prison - (DOC-BER)	MAY	A5-B2	
165	4081	HYD Pass	Prison - (DOC-BER)	MAY	A5-B2	

## ELEVATOR LOCATION DOCUMENT

LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>NORTH CONWAY</b>						
166	5501	HYD Pass	Intervale Scenic Outlook - Rest Area (DRED - DTTD1)	AUG	A2-B2	
<b>GORHAM</b>						
167	1721	HYD Pass	MT. Washington State Park (DRED-MT. WASH)	AUG	A4-B2	
<b>OSSIPEE</b>						
168	4883	HYD Pass	Carrol Cnty Courthouse (CF/OSSIPEE)	OCT	A2-B2	
169	4884	HYD Pass	Carrol Cnty Courthouse (CF/OSSIPEE)	OCT	A2-B2	
<b>HOOKSETT</b>						
172	2213	Elec Dumbwaiter	Main Toll - (DOT/TOLLS)	OCT	A4-B2	
173	1431	HYD Pass	TPKE Admin Office- (DOT/TOLLS)	OCT	A3-B2	
<b>BEDFORD</b>						
174	2606	Elec Dumbwaiter	Bedford Main (DOT/TOLLS)	DEC	A4-B2	
175	5924	HYD Pass	Bedford Highway (DOT - D5)	MAY	A2-B2	
<b>MERRIMACK</b>						
176	2750	Elec Dumbwaiter	Exit 10 Merr. Indus (DOT/TOLLS)	OCT	A4-B2	
177	3063	Elec Dumbwaiter	Exit 11, Greeley st (DOT/TOLLS)	OCT	A4-B2	
178	2948	Elec Dumbwaiter	Exit 12, Bedford Rd - N (DOT/TOLLS)	OCT	A4-B2	
179	2949	Elec Dumbwaiter	Exit 12, Bedford Rd - S (DOT/TOLLS)	OCT	A4-B2	
180	6094	Elec Dumbwaiter	Merrimack Courthouse (CF/MERRIMACK)	MARCH	A4-B1	
181	6038	HYD Pass	Merrimack Courthouse (CF/MERRIMACK)	MARCH	A2-B2	
182	6019	HYD Pass	Merrimack Courthouse (CF/MERRIMACK)	MARCH	A2-B2	

**ELEVATOR LOCATION DOCUMENT**

LINE	NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
<b>FRANCONIA</b>						
183	2016	HYD Pass	Flume Visitor Center (DRED)	MAY	A5-B1	
<b>KEENE</b>						
185	6139	HYD PASS	Community College System of NH (RVCC)	SEPT	A3-B2	
<b>CENTER STRAFFORD</b>						
196	2383	Wheel Chair Lift	National Guard Training Site, Admin Bldg., Rt. 126 (ADJ/GEN-STRAFFORD)	AUG	A5-B2	
197	6310	Wheel Chair Lift	National Guard Training Site, Thomas Hall, Rt. 126 (ADJ/GEN-STRAFFORD)	APRIL	A5-B2	

**NOTE**

\*\*\* ELEVATOR NUMBERS #3715, 3716 WILL REQUIRE THAT STANELY ELEVATOR CO. DO ALL REPAIR AND MAINTENANCE WORK PROPRIETARY TO THE COMPUTER COMPONENTS OF SAID ELEVATORS. THE MANAGING AGENCY WILL BE RESPONSIBLE FOR COMMUNICATION, SCHEDULING AND PAYMENT FOR SERVICE OF ANY WORK DONE BY STANLEY ELEVATOR CO. ONCE IT IS DETERMINED THAT THE COMPUTER COMPONENTS MAY BE AT FAULT FOR PERFORMANCE FAILURE. THE ELEVATOR CONTRACT CONTRACTOR WILL BE RESPONSIBLE FOR ALL OTHER MAINTENANCE, REPAIR AND TESTING OF ELEVATORS #3715 AND #3716 AS PRESCRIBED IN THIS BID FOR CONTRACT.

(BIDDER TO ENTER GRAND TOTAL FOR RESPONSE TABLE 2 HERE)

**GRAND TOTAL RESPONSE TABLE 2 \_\_\_\_\_**

**COMBINED TOTALS – TABLES 1 AND 2 FOR AWARD**

**(BIDDER TO COMPLETE TABLE BELOW)**

<u><b>COMBINED TOTALS FOR AWARD</b></u>	<u><b>TABLE TOTALS</b></u>
<b>GRAND TOTAL FROM RESPONSE TABLE 1</b>	
<b>GRAND TOTAL FROM RESPONSE TABLE 2</b>	
<b>GRAND TOTAL TABLE 1 AND TABLE 2 COMBINED</b>	

Subject: \_\_\_\_\_

**1.0 AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name		1.2 State Agency Address	
1.3 Vendor Name		1.4 Vendor Address	
1.5 Vendor Phone #	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contract(s)ing Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Vendor Signature		1.12 Name and Title of Vendor 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		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) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Vendor commences the Services prior to the Effective Date, all Services performed by the Vendor prior to the Effective Date shall be performed at the sole risk of the Vendor, and in the event that this Agreement does not become effective, the State shall have no liability to the Vendor, including without limitation, any obligation to pay the Vendor for any costs incurred or Services performed. Vendor shall 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 Vendor 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(S) PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Vendor 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 Vendor 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 Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subvendor 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 Contract(s)ing 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 Contract(s)ing 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 Vendor 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 Vendor 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 Vendor notice of termination;

8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;

8.2.3 set off against any other obligations the State may owe to the Vendor 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 word 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 Vendor shall deliver to the Contract(s)ing 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(s) 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. VENDOR'S RELATION TO THE STATE.** In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S).** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Vendor 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 Vendor. 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 Vendor shall, at its sole expense, obtain and maintain in force, and shall require any subvendor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

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

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

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, 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 Vendor.

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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