

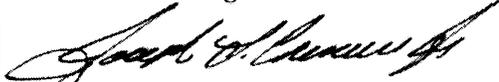
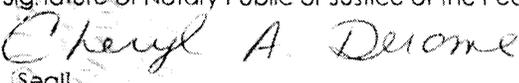
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name AAA Energy Service Co. VC# 210473		1.4 Contractor Address 20 Priscilla Lane Auburn, NH 03032	
1.5 Contractor Phone Number 603-626-4884	1.6 Account Number MULTIPLE	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$121,588.35
1.9 Contracting Officer for State Agency Danielle Ruest, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3290	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JOSEPH L. CRINIERI, JR. - VICE PRESIDENT	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>12-24-2015</u> , 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 Cheryl A. Derome, Notary exp. 12-19-17			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki V. Gujram, Commissioner Joseph Beauvais, Asst. Comm.	
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.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SCOPE OF SERVICES

INTRODUCTION

AAA Energy Service Co. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with HVAC (Heating, Ventilation and Air Conditioning) Preventative Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid# 1806-16 and as described herein.

CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 1806-16

TERM OF CONTRACT

This contract shall commence on January 1, 2016 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on December 31, 2018, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and 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.

SCOPE OF WORK

SECTION I: DEPARTMENT OF SAFETY, ZONES 1 – 5

1. The Contractor shall provide the Department of Safety with preventative maintenance, repair and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices (see attached equipment lists) owned by the State of New Hampshire, as described throughout this contract.
2. The term "preventative maintenance" as used above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement, their respective locations and manufacturers are listed and attached as part of this contract in Appendix A, Section I.
3. The Contractor shall provide an annual fall maintenance inspection of the unit heaters as described herein. The maintenance inspection shall include the following services:
 - Brush or vacuum grilles, coils, fan, etc.
 - Lubricate fan and motor bearings where applicable
 - Check belts and sheaves where applicable
 - Check/clean drains, pans, condenser pumps
 - Check/clean strainers where applicable
 - Check steam traps, valves, etc. where applicable
 - Check and tighten all electrical connections
 - Check all control operations
 - Lubricate and adjust dampers and linkages
 - Check unit-operating conditions

- Check heat exchanger for leaks where applicable
 - Check gas valve and controls where applicable
 - Check oil burner and controls where applicable
 - Check and tighten electric heater connections
 - Check amps/volts where applicable
 - Check filters
 - Check fan assembly
 - Lubricate fan and motor bearings as required
 - Check motor volts/amps
 - Check/adjust belts and sheaves
 - Check burner interlock controls
 - Check and tighten all mounting hardware
 - Check overall operation
 - Check and tighten electrical connections
 - Check operating controls
 - Check thermometer accuracy
 - Check hardware and gaskets
 - Check overall operation
 - Any other maintenance or component replacement or repair necessary to maintain equipment in accordance with manufacturer's specifications
4. The Contractor shall provide an annual inspection in the spring (March – May) of the air handler systems. Inspections shall include the following:
- Check bearings for wear
 - Check fans and fan shafts for proper balance
 - Check all belts for proper tension, alignment and wear
 - Check all air handling systems for proper flow, operation and control sequence (All related controls are included)
 - Clean all heating and cooling coils
 - Clean and scrub all condensation pans and check to ensure that pans are pitched correctly for proper drainage
 - Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order
 - Check all sheaves for proper alignment
 - Check and tighten all electrical terminations
 - Check contacts for wear
 - Check and record motor current against nameplate
 - Check all safety controls
 - Lubricate motors/bearings where applicable
 - Check fan wheels - clean as required
 - Check fan scrolls - clean as required
 - Check fan bearing supports
 - Check motor supports
 - Check damper operation
 - Check damper linkages
 - Check motor damper operation
 - Inspect and clean condensate pumps where applicable
 - Replace air filters (the State shall supply the filters and the Contractor shall install the filters)
 - Check humidifier strainer where applicable
 - Check and clean humidifier float assembly
 - Check humidifier level controls
 - Check and clean humidifier drain/pan
 - Check humidifier heating elements
 - Check all humidifier controls
 - Check and clean outside air intakes
 - Check for any unusual noises or vibrations

- Check structural integrity of the unit
 - Any other maintenance or component replacement or repair necessary to maintain the air handlers in accordance with manufacturer's specifications
5. The Contractor shall inspect and complete preventative maintenance on all air conditioning systems annually in the spring (March- May) as required to maintain them in proper operating condition by providing, at a minimum the following services:
- Check and record volts/amps of compressors
 - Check and record volts/amps of condenser fan motor where applicable
 - Check starter and contact surfaces
 - Check and record operating temperatures
 - Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant)
 - Check moisture indicators and sight glasses
 - Check oil level
 - Check oil contamination
 - Check all belts where applicable
 - Check all safety controls
 - Check superheat and adjustment
 - Check hot gas by-pass controls where applicable
 - Check head pressure controls where applicable
 - Check unloader operation where applicable
 - Check all operating controls
 - Check and tighten all electrical connections
 - Lubricate motors/bearings where applicable
 - Inspect and clean condenser coil
 - Clean and paint rusted areas
 - Check water cooled condenser coil where applicable
 - Check water regulating valve where applicable
 - Check cap tubes/piping for chafing
 - Check crankcase heaters
 - Visually check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of any used refrigerant)
 - Check fan wheels - clean as required
 - Check fan scrolls - clean as required
 - Check fan sheave wear
 - Check fan sheave alignment
 - Check fan bearing supports
 - Check motor supports
 - Check damper operation
 - Check damper linkages
 - Check motor damper operation
 - Inspect and clean evaporator coils
 - Inspect and clean condensate pans
 - Inspect and clean condensate pumps where applicable
 - Replace air filters (the State shall supply the filters and the Contractor shall install the filters)
 - Check humidifier strainer where applicable
 - Check and clean humidifier float assembly
 - Check humidifier level controls
 - Check and clean humidifier drain/pan
 - Check humidifier heating elements
 - Check all humidifier controls
 - Check and clean outside air intakes
 - Check for any unusual noises or vibrations
 - Check structural integrity of the unit
 - Check glycol level if applicable

6. The Contractor shall provide annual fall cleaning and inspections of all heating systems including boilers, furnaces and domestic hot water tanks as described below:
 - Remove all cleaning access panels
 - Wire brush and vacuum all fireside surfaces free of soot
 - Wash coat all refractory; perform patching of refractory as required
 - Replace all gasket(s) as required
 - Reseal boiler access panels
 - Inspect all burners; Adjust spark gap and test pilots
 - Test fire all burners
 - 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
 - Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers
 - Any other maintenance or component replacement or repair necessary to maintain the boilers, burners, domestic hot water systems and associated controls in proper working order in accordance with manufacturer's specifications

7. The Contractor shall provide semi-annual inspections of all applicable control systems including all components as described below. These inspections will take place in the spring and fall. The automatic temperature control system services shall consist of, at a minimum, the following services:
 - Calibrate all transmitter receiver gauges and controllers
 - Check all PE switches, solenoid air valves and limit controls
 - Check all control valves and pilot positioners
 - Check operation of all auxiliary devices
 - Review HVAC system sequence of operation
 - Check all dampers and lubricate
 - Check operational sequence of all VAV's, single duct terminal units, CAV's and related preheat, reheat and radiation valves and motors, if equipment is not working notify maintenance mechanics
 - Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
 - Check all room thermostats
 - Check time clock operation and settings
 - Check particle filters and oil filters (change as required)
 - Check pressure reducing valve settings
 - Check low-pressure safety valve
 - Check air dryer refrigerant pressure/temperatures
 - Check air dryer drain tap and by pass valves
 - Drain air compressor tank and check traps
 - Check air compressor oil pressure
 - Check air compressor belt and sheaves (change as required); Change air compressor suction filter as required
 - Check air compressor unloaders and check valve
 - Check air compressor operating controls including PE switch, starter and alternator
 - Check air compressor high-pressure safety valve
 - Perform any software changes, upgrades and backups as required
 - Repair or replace all defective components
 - Any other maintenance, or component replacement or repair necessary to maintain the control systems in accordance with manufacturer's specifications

8. The annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of the agency contact as listed in Appendix A.

9. 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, at a minimum, obtained a "journeyman" level of competence.

10. 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 hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three hours from any overtime payment.
11. Request to repair and/or replace parts shall be approved by the Administrator, Department of Safety or his/her designated representative(s). 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 Administrator, Department of Safety or his/her designated representative(s).
12. 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, Department of Safety or his/her designated representative(s).
13. The Contractor shall present two copies of a Final Report of work done the previous calendar year. The report may be in a narrative during each month of the contract year. The report shall be submitted to the Agency Contact/Administrator listed in Appendix A or his/her designated representative(s), on or before January 15 of the following year.
14. The Agency, shall:
 - a. Provide the Contractor with all pertinent information regarding the requirements for this contract within two working days of receiving a request for information from the Contractor.
 - b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the contractor's work.
15. The Contractor shall warranty all of the parts supplied for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State. The warranty shall cover 100% of all supplies, parts, shipping, labor, travel, lodging and expenses.

All services performed under this 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, or other hours are required by the State. Any deviation in work hours shall be pre-approved by the respective agency. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as 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.

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

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

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

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

SECTION II: BUREAU OF FACILITIES AND ASSET MANAGEMENT

1. The Contractor shall provide the Bureau of Facilities and Asset Management with preventative maintenance, repair and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices (see attached Appendix A) owned by the State of New Hampshire, as described throughout this contract.
2. The term "preventative maintenance" as used above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement, their respective locations and manufacturers are listed and attached as part of this contract in Appendix A, Section II. Seasons are defined as:
 - Cooling Season (on or before April 30)
 - Heating season (on or before September 30)
3. The Contractor shall provide an annual fall maintenance inspection of the unit heaters, radiant heat panels, baseboards, make-up air units, infrared heaters and cabinet heaters as described herein. The maintenance inspection shall include the following services:
 - Brush or vacuum grilles, coils, fan, etc.
 - Lubricate fan and motor bearings where applicable
 - Check belts and sheaves where applicable
 - Check steam traps, valves, etc. where applicable
 - Check and tighten all electrical connections
 - Check all control operations
 - Lubricate and adjust dampers and linkages
 - Check heat exchanger for leaks where applicable
 - Check gas valve and controls where applicable
 - Check oil burner and controls where applicable
 - Check and tighten electric heater connections
 - Check amps/volts where applicable
 - Check filters **(See #9 Air Filters)**
 - Check fan assembly
 - Check and tighten all mounting hardware
 - Check overall operation
 - Check hardware and gaskets
4. Contractor shall inspect and complete preventative maintenance on all air conditioning systems and chiller systems annually in the spring (March – May) as required to maintain them in proper operating condition by providing, at a minimum, the following services:
 - Check and record volts/amps of compressors
 - Check and record volts/amps of condenser fan motor where applicable
 - Check starter and contact surfaces
 - Check and record operating temperatures
 - Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant)
 - Check moisture indicators and sight glasses
 - Check oil level

- Check oil contamination
 - Check all belts where applicable
 - Check all safety controls
 - Check superheat and adjustment
 - Check hot gas by-pass controls where applicable
 - Check head pressure controls where applicable
 - Check unloader operation where applicable
 - Check all operating controls
 - Check and tighten all electrical connections
 - Lubricate motors/bearings where applicable
 - Inspect and clean condenser coil
 - Clean and paint rusted areas
 - Check water cooled condenser coil where applicable
 - Check water regulating valve where applicable
 - Check cap tubes/piping for chafing
 - Check crankcase heaters
 - Visually check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of used refrigerant)
 - Check fan wheels - clean as required
 - Check fan scrolls - clean as required
 - Check fan sheave wear
 - Check fan sheave alignment
 - Check fan bearing supports
 - Check motor supports
 - Check damper operation
 - Check damper linkages
 - Check motor damper operation
 - Inspect and clean evaporator coils
 - Inspect and clean condensate pans
 - Inspect and clean condensate pumps where applicable
 - Replace air filters (**See #9 Air Filters**)
 - Check and clean outside air intakes
 - Check for any unusual noises or vibrations
 - Check structural integrity of the unit
 - Check glycol level if applicable
 - Check humidifier strainer where applicable
 - Check and clean humidifier drain/pan
 - Check and clean humidifier float assembly
 - Check humidifier level controls
 - Check humidifier heating elements
 - Check all humidifier controls
 - Check and clean outside air intakes,
 - Check for any unusual noises or vibrations,
 - Check structural integrity of the unit,
 - Check glycol level if applicable.
5. The Contractor shall maintain all digital control systems and associated devices on a semi-annual basis; spring (March – May) and fall (September – November) as required to maintain them in proper operating condition by providing, at a minimum, the following services:
- Review system for proper operation, verify that all associated devices start and stop properly, check that set points are maintained, and verify scheduling
 - Check operational sequence of all VAV's, and related preheat, reheat and radiation valves and motors
 - Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
 - Test and calibrate all devices including but not limited to thermostats, actuators, controls, dampers, valves, variable air volume devices

- Make back-up copies of software configurations and operating system. Provide customer with access to most recent copy
 - Check and record any system abnormalities or deficiencies
6. The Contractor shall inspect all condenser water, and chilled water pumps as well as any glycol pumps annually in the spring (March- May). In addition the Contractor shall inspect all forced hot water pumps and circulators in the fall (September - November) as required to maintain them in proper operating condition by providing, at a minimum, the following services:
- Inspect electrical connections and contactors
 - Check couplings for alignment and wear and realign or replace when necessary
 - Lubricate all bearings
 - Check packing and adjust if necessary
 - Clean strainers
 - Check impeller and wearing rings
 - Check for any bearing wear
 - Check gaskets
 - Check for proper operation
 - Check for any improper vibration or noise
 - Tighten all nuts and bolts
 - Check and tighten all electrical terminations
 - Check contacts for wear
 - Check and record motor current against nameplate
 - Check motor mounts and vibrator pads
7. The Contractor shall perform annual fall cleaning and inspections of all heating systems including boilers, furnaces and domestic hot water tanks as described below:
- Remove all cleaning access panels
 - Wire brush and vacuum all fireside surfaces free of soot
 - Wash coat all refractory; perform patching of refractory as required
 - Replace all gasketing as required
 - Reseal boiler access panels
 - Inspect all burners; Adjust spark gap and test pilots
 - Test fire all burners
 - 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
 - Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers
8. The Contractor shall provide semi-annual inspections in the spring (March – May) and fall (September – November) of the air handler systems. Inspections shall include the following:
- Check bearings for wear
 - Check fans and fan shafts for proper balance
 - Check all belts for proper tension, alignment and wear
 - Checking all air handling systems for proper flow, operation and control sequence (All related controls are included)
 - Clean all heating and cooling coils
 - Clean and scrub all condensation pans and check to ensure that pans are pitched correctly for proper drainage
 - Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order
 - Check all sheaves for proper alignment
 - Check and tighten all electrical terminations
 - Check contacts for wear
 - Check and record motor current against nameplate
 - Check all safety controls

- Lubricate motors/bearings where applicable
 - Check fan wheels - clean as required
 - Check fan scrolls - clean as required
 - Check fan bearing supports
 - Check motor supports
 - Check damper operation
 - Check damper linkages
 - Check motor damper operation
 - Inspect and clean condensate pumps where applicable
 - Replace air filters **(See #9 Air Filters)**
 - Check humidifier strainer where applicable
 - Check and clean humidifier float assembly
 - Check humidifier level controls
 - Check and clean humidifier drain/pan
 - Check humidifier heating elements
 - Check all humidifier controls
 - Check and clean outside air intakes
 - Check for any unusual noises or vibrations
 - Check structural integrity of the unit
9. AIR FILTERS: Contractor(s) is responsible for providing and replacing all air filters (including anti-microbial filters). The list below contains air filters used in these facilities.

Manufacturer	Description
Sanyo	apatite filter STKFDXB
Sanyo	Air Filter Assembly 2 852-0-2307-34002
Mitsubishi	Outlander Particulate Type Filter
Trane	1" (cm) TA and Pl. Media Model 02 87/8 x 191/8
Trane	1" (cm) TA and Pl. Media, Model 04 87/8 x 241/8
Trane	1" Fresh Air Filter (only on cabinet styles D, E, and H with bottom return and fresh air opening) Model 02 51/2 x 191/8
Trane	1" Fresh Air Filter (only on cabinet styles D, E, and H with bottom return and fresh air opening) Model 04 51/2 x 241/8
Trane (roof top)	20 – 30 ton take 20 x 20 x 2; 40 ton 20 x 25 x 2

Filters shall meet or exceed existing filters for efficiency and quality

10. The annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of the Administrator, or his/her designated representative.
11. 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.
12. 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 as a result of late arrival, the State may deduct the additional time, over three hours from any overtime payment.
13. Request to repair and/or replace parts shall be approved in advance by the Administrator Bureau of Facilities and Assets Management, or his 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 Administrator, or his designated representative.

14. 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 his designated representative.
15. The Contractor shall present two copies of a Final Report of work done the previous fiscal year. The report may be in a narrative during each month of the contract year. The reports shall be submitted to the Administrator or his/her designated representative on or before January 15 of the following year.
16. The Administrator Bureau of Facilities and Assets Management, or his designated representative, shall:
 - a. Provide the Contractor with all pertinent information regarding the requirements for this contract within two working days of receiving a request for information from the Contractor.
 - b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the contractor's work.
17. The Contractor shall warranty all of the parts supplied for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State. The warranty shall cover 100% of all supplies, parts, shipping, labor, travel, lodging and expenses.

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.

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 #1806-16, 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 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.

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.

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.

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.

**EXHIBIT B
PAYMENT TERMS**

CONTRACT PRICE

The Contractor hereby agrees to provide HVAC (Heating, Ventilation and Air Conditioning) 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 \$121,588.35, which includes a contract price of \$105,729.00 and a contingency of \$15,859.35; This figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as December 31, 2018.

PRICING STRUCTURE

SECTION I: DEPARTMENT OF SAFETY

ZONE	FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/16-12/31/18)
1	Troop E	1864 White Mnt. Highway	Tamworth	\$620.00
1	Troop F	549 Rte 302	Twin Mtn	\$756.00
1	Fire Standards - North	Trudeau Road	Bethlehem	\$567.50
TOTAL, ZONE 1				\$1,943.50
ANNUAL PRICING				\$3,887.00
CONTRACT PRICE				\$11,661.00

ZONE	FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/16-12/31/18)
2	Windham Weigh Station	I-93 N & S	Windham	\$270.00
2	Troop C	15 Ashbrook Court	Keene	\$414.00
2	DMV/EMS - Milford	4 Meadowbrook Road	Milford	\$360.00
TOTAL, ZONE 2				\$1,044.00
ANNUAL PRICING				\$2,088.00
CONTRACT PRICE				\$6,264.00

ZONE	FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/16-12/31/18)
3	DMV Warehouse	23 Hazen Drive	Concord	\$174.00
3	Fire Standards Administration	110 Smokey Bear Blvd	Concord	\$894.00
3	Fire Standards Fire House	110 Smokey Bear Blvd	Concord	\$852.00
3	Fire Standards Old Dorm	110 Smokey Bear Blvd	Concord	\$894.00
3	Fire Standards New Dorm	110 Smokey Bear Blvd	Concord	\$894.00
3	Fire Standards ARFF Bldg	110 Smokey Bear Blvd	Concord	\$420.00
3	Fire Standards Storage Bldg	110 Smokey Bear Blvd	Concord	\$192.00
3	DOS Automotive Garage	39 Hazen Drive	Concord	\$426.00
3	DOS Warehouse	41 Hazen Drive	Concord	\$210.00
3	Troop D	125 Iron Works Road	Concord	\$414.00
3	Troop G	91 Airport Road	Concord	\$168.00
TOTAL, ZONE 3				\$5,538.00
ANNUAL PRICING				\$11,076.00
CONTRACT PRICE				\$33,228.00

ZONE	FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/16-12/31/18)
4	NH Marine Patrol	31 Dock Road	Gilford	\$246.00
4	Marine Patrol - Belmont	3 Higgins Drive	Belmont	\$246.00
TOTAL, ZONE 4				\$492.00
ANNUAL PRICING				\$984.00
CONTRACT PRICE				\$2,952.00

ZONE	FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/16-12/31/18)
5	Troop A	315 Calef Hwy	Epping	\$252.00
5	DMV - Dover	50 Boston Harbor Road	Dover	\$474.00
TOTAL, ZONE 5				\$726.00
ANNUAL PRICING				\$1,452.00
CONTRACT PRICE				\$4,356.00

SECTION II: BUREAU OF FACILITIES AND ASSET MANAGEMENT

FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/16-12/31/18)
Brown Building	129 Pleasant Street	Concord	\$4,680.00
Main Building	105 Pleasant Street	Concord	\$558.00
Annex Building	115 Pleasant Street	Concord	\$714.00
Thayer Building	97 Pleasant Street	Concord	\$714.00
Philbrook Building	121 South Fruit Street	Concord	\$1,212.00
TOTAL, BUREAU OF FACILITIES AND ASSET MANAGEMENT			\$7,878.00
ANNUAL PRICING			\$15,756.00
CONTRACT PRICE			\$47,268.00

PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS, REPAIRS AND EMERGENCY CALLS (APPLIES TO ALL SECTIONS)

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract.

Monday thru Friday 8:00 AM to 4:30 PM
Journeyman Mechanic \$ 85.00 per hour/per person

Monday thru Friday 4:31 PM to 7:59 AM
Journeyman Mechanic \$ 118.00 per hour/per person

Saturday Work:
Journeyman Mechanic \$ 118.00 per hour/per person

Sunday Work:
Journeyman Mechanic \$ 118.00 per hour/per person

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.

PAYMENT

Payments shall be made via Procurement Card.

**EXHIBIT C
SPECIAL PROVISIONS**

There are no other special provisions of this contract.

Contractor Initials AC
Date 12-24-15

EXHIBIT D

RFB #1806-16 is incorporated herein by reference.

Contractor Initials JK
Date 12-24-15



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: December 24, 2015

Chief A. DeLome
expires 12-19-17

ATTEST:

D. Kelley

David P. Kelley
President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/5/2015

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).

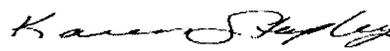
PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Karen Stapley PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: kstapley@rowleyagency.com
INSURED AAA Energy Service Co PO Box 908 4 Commercial Rd Scarborough ME 04070	INSURER(S) AFFORDING COVERAGE INSURER A: Acadia Insurance Company INSURER B: Continental Western Insurance INSURER C: Maine Employers Mutual Ins Co 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER		CPA5002402 CLA5016101	10/5/2015	10/5/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAA5002403	10/5/2015	10/5/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA5002404	10/5/2015	10/5/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A		3A: NH, PA, CT, NY, MA, ME 5101800552 1810079281	10/5/2015	10/5/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equip Installation Floater		CPA5002402	10/5/2015	10/5/2016	Limit \$50,000 Ded: \$500 Limit \$200,000 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.

CERTIFICATE HOLDER State of NH, Administrative Services ATTN: Ron Jobel, Contract Officer 25 Capitol St. 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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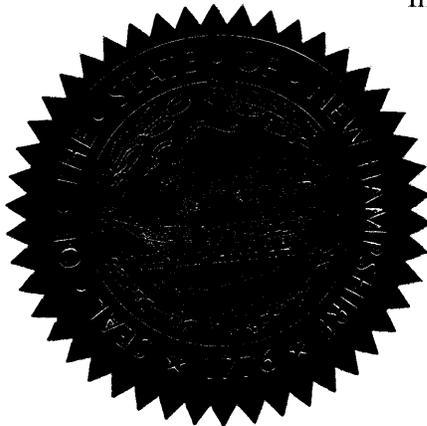
State of New Hampshire

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. doing business in New Hampshire as Maine, a(n) AAA ENERGY SERVICE CO., INC. corporation, is authorized to transact business in New Hampshire and qualified on May 8, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of November, A.D. 2015



A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State