

Subject: HVAC Preventative Maintenance and Repair Services, Contract# 8001957

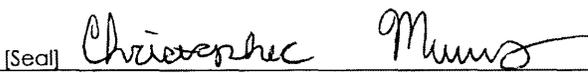
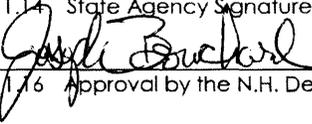
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

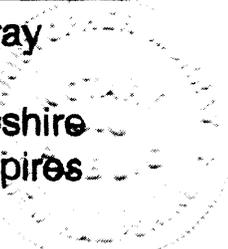
The State of New Hampshire and the Contractor hereby mutually agree as follows:

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 Thermal Stor Refrigeration Inc. VC 156405		1.4 Contractor Address 8 Industrial Park Drive, #7 Hooksett, NH 03106	
1.5 Contractor Phone Number (603) 641-6000	1.6 Account Number	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$10,800.00
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 Lance Kelton, Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>12/28/15</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 <u>Christopher Murray, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicky Quiram, Commissioner <u>JOSEPH BOUCHARD, COMM.</u>	
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: _____			

Christopher Murray
 Notary Public
 State of New Hampshire
 My Commission Expires
 April 23, 2019



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials AK
Date 12/23/15

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

Thermal Stor Refrigeration (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Health and Human Services, Glenclyff Home for the Elderly, with HVAC (Heating, Ventilation and Air Conditioning) Preventative Maintenance and Repair Services in accordance with the bid/proposal 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

1. The Contractor shall provide the Glenclyff Home, at 393 High Street, Glenclyff, NH (hereinafter referred to as "Glenclyff Home") with preventative maintenance, repair and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices (see attached equipment list, Appendix A, Section VI for the types of equipment to be covered) owned by the State of New Hampshire, Glenclyff Home, as described throughout this bid invitation.
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 bid invitation in Appendix A.
3. The Contractor shall provide a semi-annual maintenance inspection of the air handler systems in the spring (March – May) and fall (September – November) as described herein. The maintenance inspection shall include the following services:
 - 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 make sure 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
- Lube 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 provide filters)**
- 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 is included in this agreement.

4. 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
- Lube 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
- Visual 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 outside air intakes
 - Check for any unusual noises or vibrations
 - Check structural integrity of the unit
 - Check glycol level if applicable.
5. The semi-annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of the Administrator, Glencliff Home, or his/her designated representative.
 6. 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.
 7. 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.
 8. Request to repair and/or replace parts shall be approved by the Administrator, Glencliff Home, or his/her designated representative(s). Materials shall be invoiced not to exceed 10% above vendor'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, Glencliff Home, or his/her designated representative(s).
 9. 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, Glencliff Home, or his/her designated representative(s).
 10. 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 Administrator, Glencliff Home, or his/her designated representative(s), on or before January 15 of the following year.
 11. The Administrator, Glencliff Home, 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.
 12. 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.
 13. If applicable, as determined by the Glencliff Home, the Contractor (to include each employee and any approved sub-contractor(s) working in a state office or externally with the State's records) shall be required

to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Safety, Division of State Police, Criminal Bureau. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and sub-contractor(s) to the Requesting Agency.

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.

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 \$10,800, which includes a contract price of \$5,400.00 and a contingency of \$5,400.00. 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

FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/16 - 12/31/18)
Glenclyff Home	393 High Street	Glenclyff	\$900.00
SEMI-ANNUAL TOTALS			\$900.00
ANNUAL PRICING			\$1,800.00
CONTRACT PRICE			\$5,400.00

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 \$ 70.00 per hour/per person

Monday thru Friday 4:31 PM to 7:59 AM
Journeyman Mechanic \$ 105.00 per hour/per person

Saturday Work:
Journeyman Mechanic \$ 105.00 per hour/per person

Sunday Work:
Journeyman Mechanic \$ 105.00 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.

Contractor Initials RK
Date 12/28/15

**EXHIBIT C
SPECIAL PROVISIONS**

There are no other special provisions of this contract.

Contractor Initials AK
Date 12/28/15

EXHIBIT D

RFB #1806-16 is incorporated herein by reference.

Contractor Initials AK
Date 12/28/15

THERMAL STOR REFRIGERATION, INC.

REFRIGERATION & AIR CONDITIONING

8 Industrial Park Drive #7
Hooksett, NH 03106

(603)641-6000
Fax: (603)641-6627

**THERMAL STOR REFRIGERATION, INC.
CERTIFICATE OF VOTE**

I, Donald D. Herod, do hereby certify that I am the President of THERMAL STOR REFRIGERATION, INC. (hereinafter referred to as the "Corporation"), a New Hampshire corporation located at 8 Industrial Park Drive #7, Hooksett, NH, that I have been duly elected and that I am presently serving in that capacity in accordance with the By-Laws of the Corporation.

I further certify that the following action, unanimously voted upon and adopted by the Board of Directors of the Corporation on April 4, 2006, without a meeting, is presently in full force and effect and has not been revoked or rescinded as of the date hereof.

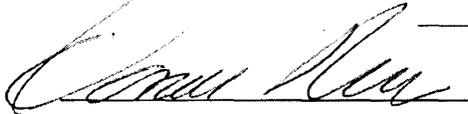
Resolved:

The Corporation desires and is hereby authorized to enter into one or more Contract agreements with the New Hampshire State Liquor Commission to provide heating and air conditioning service and maintenance for the State New Hampshire, as well as any other related services in connection therewith.

Resolved:

That, Donald D. Herod, President, or Lance R. Kelton, Vice President, acting singly, be and hereby authorized to execute, affix the corporate seal to and deliver, on behalf of the corporation, any and all agreements, contracts or documentation in relation thereto, the execution and delivery of which are required to obligate said Corporation in connection with the State of New Hampshire contract agreements to perform said heating and air conditioning services

IN WITNESS WHEREOF, I have hereunder subscribed my name this
____ 28th ____ Day of December, 2015



Donald D. Herod, President

In witness whereof I hereunto set my hand and official seal.

Karrissaann Taylor 12/28/2015
Notary Public

KARRISSAANN TAYLOR
Notary Public, New Hampshire
My Commission Expires Aug 5, 2020

NEW HAMPSHIRE
Corporation Division

- Search
- By Business Name
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 - Name Availability
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Date: 12/23/2015 **Filed Documents**
(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
THERMAL STOR REFRIGERATION, INC.	Legal

Corporation - Domestic - Information

Business ID: 121498
Status: Good Standing
Entity Creation Date: 11/19/1987
Principal Office Address: 8 INDUSTRIAL PK DR #7
 HOOKSETT NH 03106
Principal Mailing Address: 8 Industrial Pk Dr #7
 Hooksett NH 03106
Last Annual Report Filed Date: 1/5/2015
Last Annual Report Filed: 2015

Registered Agent

Agent Name: D'Amante, Raymond P, Esq
Office Address: 9 Triangle Park Drive
 Concord NH 03301
Mailing Address:

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.