

STATE OF NEW HAMPSHIRE
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
State House Annex
Concord, New Hampshire 03301

DATE: March 16, 2016

NOTICE OF CONTRACT - REVISION
(Updated Contract)

COMMODITY: CONTRACT – SERVICES – INDOOR AIR QUALITY TESTING

CONTRACT NO.: 8001862

NIGP: 926-1500

CONTRACTOR: RPF ENVIRONMENTAL, INC. VENDOR # 157006
320 FIRST NEW HAMPSHIRE TURNPIKE
NORTHWOOD NH 03261

CONTACT PERSON: ROGER FRANCOEUR
TELEPHONE NO.: 1-888-723-9247
TELEPHONE NO.: 603-942-5432
FACSIMILE NO.: 603-942-5300
E-MAIL: rogerf@airpf.com

EFFECTIVE FROM: AUGUST 27, 2015 TO AUGUST 31, 2018

QUESTIONS: Loretta Razin at Loretta.Razin@NH.GOV or call 603-271-0579

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
INDOOR AIR QUALITY TESTING
EXHIBIT A
SCOPE OF SERVICES

PURPOSE

RPF Environmental Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with indoor Air Quality Testing.

ELIGIBLE PARTICIPANTS:

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

TERM

This contract shall commence on August 27, 2015 and terminates on August 31, 2018. The Contract may be extended for an additional two (2) years 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.

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.

CONTRACTOR CONTRACT MANAGER

Contractor Name:	RPF Environmental Inc.
Contract Manager:	Roger Francoeur
Address:	220 First NH Turnpike Northwood NH 03261
Telephone:	1-888-723-3247
Telephone:	603-942-5432
Facsimile:	603-942-5300
Email:	rogerf@airpf.com

STATE CONTRACT MANAGER

Contract Manager:	Alan Hofmann
Title:	Purchasing Manager
Address:	25 Capitol Street State House Annex, Room 102 Concord, New Hampshire 03301
Telephone:	603-271-2550
Facsimile:	603-271-7564
Email:	alan.hofmann@nh.gov

SCOPE OF WORK

GENERAL:

The Contractor shall work on an on-call basis with the State and shall be available to provide work schedules to the State within three (3) business days of the request and to conduct indoor air quality testing within five (5) business days of the request.

All services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State may require ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall 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 shall be arranged by the requesting agency (State).

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

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

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 staff such employees as he/she deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work deemed to be contrary to the public interest or inconsistent with the best interest of security.

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

While on State property, the Contractor's 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 their work is being performed. The use of State telephones is prohibited.

- A. The Contractor shall provide Indoor Air Quality ("IAQ") evaluation services for all buildings and/or job sites as needed.
- B. All sampling protocols shall be performed in accordance with AIHA, NIOSH, OSHA, NH Department of Labor and any other industry guidelines.
- C. Various tasks shall include all aspects of IAQ evaluations state wide. A certified industrial hygienist ("CIH") employed directly by the Industrial Hygiene firm must be on staff to address concerns and issues.
- D. Scheduled jobs shall require an estimated quotation prior to work assignment, including a list of contaminants to be tested. The State of New Hampshire reserves the right to obtain a quotation from another industrial hygiene firm in the event that the Contractor's quotation appears excessive.
- E. Once a job is scheduled, The State of New Hampshire reserves the right to retain the services of another industrial hygiene firm if the Contractor is unable or unwilling to complete the job as scheduled.
- F. Emergency work shall be required with little or no notice. The Contractor must provide the State of New Hampshire or the States Project Manager with an emergency contact telephone number. Response to emergency calls shall be within two (2) hours of notification, twenty-four (24) hours a day, seven (7) days a week. If no response is received, the State of New Hampshire reserves the right to contact another industrial hygiene firm.
- G. The Contractor must not sub-contract any tasks without the prior written permission of The State of New Hampshire or the State's Project Manager.
- H. All work areas such as ceilings, walls, floors, etc. shall be returned to a condition satisfactory to the State's Project Manager.
- I. The State of New Hampshire reserves the right to schedule IAQ work to be completed by its own

qualified employees if possible.

J. The work shall be done in a timely and professional manner.

REPORTING

At the conclusion of the IAQ work, a report shall be provided which meets the following minimum standards:

- A. INTRODUCTION:
Narrative of the scope of work with description of the services that were conducted. Including a table of what was tested by location.
- B. METHODOLOGY:
Description on how sampling was conducted.
- C. PROJECT OVERVIEW:
Brief narrative of chronological issues.
- D. ANALYTICAL RESULTS:
Results of air sampling on laboratory letterhead with authorized signature including chain of custody.
- E. FIELD SHEETS:
Completed field data sheets.
- F. CONCLUSION SUMMARY:
Recommendations for resolving issue.

SAFETY ISSUES AND COMPLIANCE REQUIREMENTS

The safety and protection of State of NH personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with State of NH business realizing that evaluations of spaces routinely require testing during times when buildings are occupied. The Contractor shall, at their own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

All work shall be performed in a manner compliant with all existing State and federal safety laws, rules, regulations and standards including but not limited to OSHA and the U.S. Department of Labor to ensure the safety of the workers as well as State of NH staff and the general public.

EXHIBIT B

Contract value not to exceed \$200,000.00

CONTRACT PRICE

The Contractor hereby agrees to provide Indoor Air Quality Testing Services in complete compliance with the terms and conditions specified in Exhibit A.

PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within ten (10) business days. The quoted hourly rates shall not exceed the rates established under this contract.

SCHEDULE OF RATES:

PERSONNEL

The Contractor shall be allowed one mobilization/demobilization charge per job. Mobilization/demobilization shall include the transportation of personnel and equipment to and from the job site and include mileage, tolls, parking, lodging and meals.

Calculations of the hourly labor rates to be charged shall start when personnel arrives at the work site and stop when personnel leaves the work site

All labor rates include all instruments, tools, materials, etc.

The personnel shall be required to bring the proper and basic tools applicable when first arriving at the work site

The personnel shall obtain any supplies needed to complete the job at the most expeditious and cost effective manner.

INVOICE

All invoices, at a minimum, shall contain the following information:

- A. Date work was done.
- B. Brief description of work done.
- C. Mobilization and Demobilization rate
- D. Hourly rate charged.
- E. Unit rate for laboratory analysis, and
- F. Location of Work

Itemized invoices shall be submitted in duplicate after the delivery of job/services to the individual agency for which work was performed. Each agency shall make payment through the normal state payment process, which is up to 30 days following the receipt of an approved invoice.

