164 mle

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

May 3, 2023

His Excellency, Governor Christopher T. Sununu
the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source Retroactive** amendment to an existing contract (Contract #8002622) with AAA Energy Service Co. (VC#210473), Auburn, NH, to increase the price limitation by $246,844 from $78,000 to $324,844 for boiler maintenance and repair services, remove one location and add one location to the contract, with the option to extend for an additional one-year extension period, effective upon Governor and Council approval for the period September 20, 2022 through September 30, 2023. The original contract (Contract #8002622) was approved by the Commissioner of the Department of Administrative Services on October 24, 2019, and most recently amended with the Commissioner of the Department of Administrative Services approval on September 20, 2022.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This request is **Sole Source and Retroactive** to correct an administrative error which increases the price limitation by a factor greater the 10%. The amendment on September 20,2022 was meant to increase the price limitation by an additional $78,000. An error in drafting the amendment instead changed the overall price limitation to $78,000. As the department was preparing an amendment to add one location and remove another, we noticed the error. We are correcting the limitation in the contract to the intended amount of $328,000 and then lowering it by $4,536 as we remove one location and then increasing it by $1,380 for the new location creating a net new price limitation of $324,844.

This is the only contract available for agencies to repair and maintain their boilers, and utilization was not able to be deferred during the heating season until a contract amendment was completed and approved. This requested amendment will fix the price limitation, remove one

location (New Hampshire Correctional Facility for Women), and add another location (Hampstead Hospital DHHS) for boiler maintenance and repair services.

Contract financials	
Original Price limitation	$ 250,000.00
Change by first amendment	No Change
Current price limitation (Clerical error via second amendment)	$ 78,000.00
Intended price limitation second amendment	$ 328,000.00
Less Department of Corrections	$ (4,536.00)
Add Hampstead Hospital	$ 1,380.00
Add this amendment (Second amendment correction)	$ 246,844.00
Recommended price limitation	$ 324,844.00

Based on the foregoing, I am respectfully recommending approval of the **Sole Source Retroactive** contract amendment with AAA Energy Services Co. d/b/a AAA Energy Services Co. Inc.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

THIRD AMENDMENT TO THE CONTRACT
BETWEEN AAA ENERGY SERVICE CO.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR BOILER MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002622

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 31 day of March, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and AAA Energy Service Co. (Hereinafter referred to as "the Contractor") for Boiler Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective October 24, 2019, amended by the first amendment on February 11, 2022, second amendment on September 20, 2022, set to expire on September 30, 2023 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Boiler Maintenance and Repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $324,844.00

2. Amend exhibit C method of payment to remove the following location for service:

   New Hampshire Department of Corrections Facility for Women 42 Perimeter Road, Concord NH 03301

Department of Corrections								Annual Rate
General Services	NH Correctional Facility for Women	42 Perimiter Rd.	Concord	1	Viessmann"Boiler 1"	Vitocrossal 300	7142362400215	$1,512.00
General Services	NH Correctional Facility for Women	42 Perimiter Rd.	Concord	1	Viessmann"Boiler 2"	Vitocrossal 301	7142362400219	$1,512.00
General Services	NH Correctional Facility for Women	42 Perimiter Rd.	Concord	1	Viessmann"DHW Boiler"	Vitorond	40302635	$1,512.00
							Sub total	$4,536.00

   - Location was added onto the contract via second amendment. However, agency location did not receive or require any services under this contract.

3. Add the following location for service:

   Hampstead Hospital DHHS 218 East Road, Hampstead NH 03841

Hampstead Hospital DHHS								Annual Rate
General Services	Hampstead Hospital DHHS	218 East Road.	Hampstead	1	American Standard	PFA-507	1B-J1	$690.00
General Services	Hampstead Hospital DHHS	218 East Road.	Hampstead	1	Burnham	V908A	65056673	$690.00
							Sub total	$1,380.00

4. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on October 24, 2019, shall remain in full force and effect.

Contractor Initials: JC
Date: 3/31/23

Contract financials	
Original Price limitation	$ 250,000.00
Change by first amendment	No Change
Current price limitation (Clerical error via second amendment)	$ 78,000.00
Intended price limitation second amendment	$ 328,000.00
Less Department of Corrections	$ (4,536.00)
Add Hampstead Hospital	$ 1,380.00
Add this amendment (Second amendment correction)	$ 246,844.00
Recommended price limitation	$ 324,844.00

Contractor Initials: [illegible]
Date: 3/31/23

AAA ENERGY SERVICE CO.

By: _____

JOSEPH L. GRINTON JR
(Print Name)

Title: VICE PRESIDENT

Date: 3/31/2023

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 5/5/23

OFFICE OF THE ATTORNEY GENERAL

By: _____

Jill Perlow
(Print Name)

Title: Associate Attorney General

Date: 4/21/23

The foregoing contract was approved by the Governor and Council of New Hampshire on

_____, _____.

Signed: _____

_____
(Print Name)

Title: _____

Contractor Initials: _____
Date: 3/31/23

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 110665

Certificate Number: 0006204587

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed

the Seal of the State of New Hampshire,

this 13th day of April A.D. 2023.

David M. Scanlan

Secretary of State

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: March 31, 2023

ATTEST: D. Kelley

David P. Kelley
President

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2022

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.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Karen Stapley
PHONE (AC, No, Ext): (603)224-2562 FAX (AC, No): (603)224-8012
E-MAIL ADDRESS: kstapley@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B: Continental Western Insurance	
INSURER C: Maine Employers Mutual Ins Co	11149
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AAA Energy Service Co
PO Box 908
4 Commercial Rd
Scarborough ME 04070

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CPA5002402	10/5/2022	10/5/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CAA5002403	10/5/2022	10/5/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUA5002404	10/5/2022	10/5/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3A:NH,PA,CT,NY,MA,ME 5101800552 1810079281	10/5/2022	10/5/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equip Installation Floater			CPA5002402	10/5/2022	10/5/2023	Limit: $50,000 Limit: $200,000	Ded: $500 Ded: $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covering operations performed throughout the policy period by the name insured.

CERTIFICATE HOLDER

Dept. of Administration Services
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
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: September 20, 2022

CONTRACT FOR: Boiler Maintenance Service

CONTRACT #: 8002622

COMMODITY/NIGP CODE: 820-0000

CONTRACTOR: AAA Energy Services Co. VENDOR CODE #: 210473

SUBMITTED FOR ACCEPTANCE BY:

DN: cn=Lincoln J Adams, o=Division of Procurement & Support Services, ou=Bureau of Purchase & Property, email=Lincoln.J.Adams@das.nh.gov, c=US
Date: 2022.09.20 10:17:51 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

COLIN S. CAPELLE, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Mathew T Stanton, o=Div Procurement Support Services, ou=Bureau of Purchase and Property, email=Mathew.T.Stanton@das.nh.gov, c=US
Date: 2022.09.20 13:53:27 -04'00'

MATHEW T. STANTON, DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Dept Administrative Services, ou=Div Procurement & Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.09.20 14:11:29 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9-20-22

SECOND AMENDMENT TO THE CONTRACT
BETWEEN AAA ENERGY SERVICES CO.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR BOILER MAINTENACE SERVICES
CONTRACT # 8002622

This Second Amendment (hereinafter referred to as the "Amendment"), dated this _14th_ day of September, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and AAA Energy Services Co. (hereinafter referred to as "the Contractor") for Boiler Maintenance Services.

WHEREAS, pursuant to an agreement effective November 1, 2019 set to expire September 30, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Boiler Maintenance Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

   1.7 September 30, 2023

2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $78,000

3. Amend Exhibit B Payment & Pricing; add the following location and payment terms for the period October 1, 2022 through September 30, 2023:

Department of Corrections - Women's								Annual Rate (Oct 2022 - Sept 2023)
General Services	NH Correctional Facility for Women	42 Perimiter Rd.	Concord	1	Viessmann "Boiler 1"	Vitocrossal 200	7142362400215	$1,512.00
General Services	NH Correctional Facility for Women	43 Perimiter Rd.	Concord	1	Viessmann "Boiler 2"	Vitocrossal 301	7142362400219	$1,512.00
General Services	NH Correctional Facility for Women	44 Perimiter Rd.	Concord	1	Viessmann "DHW Boiler"	Viteroad	40302635	$1,512.00
							Sub Total Section H	$4,536.00

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on October 24, 2019, shall remain in full force and effect.

Contractor Initials: RC
Date: 9/15/22

AAA ENERGY SERVICES CO.

By: _____

JOSEPH L. CRINIERI VP
(Print Name)

Title: VICE PRESIDENT

Date: 9/15/2022

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 9-20-22

Contractor Initials: JLC
Date: 9/15/22

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 Crinien, 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: September 15, 2022

ATTEST: D. Kelley
David P. Kelley
President

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 110665

Certificate Number: 0005842788

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of August A.D. 2022.

David M. Scanlan

Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2022

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.
45 Constitution Avenue
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)224-6032
E-MAIL ADDRESS: kstapley@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B: Continental Western Insurance	
INSURER C: Maine Employers Mutual Ins Co	11149
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AAA Energy Service Co
PO Box 908
4 Commercial Rd
Scarborough ME 04070

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CPA5002402	10/5/2021	10/5/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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 X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CAA5002403	10/5/2021	10/5/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUA5002404	10/5/2021	10/5/2022	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	N/A	3A:MN,PA,CT,NY,MA,ME 5101800552 1810079281	10/5/2021	10/5/2022	X PER STATUTE 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	10/5/2021	10/5/2022	Limit: $50,000 Limit: $200,000	Ded: $500 Ded: $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covering operations performed throughout the policy period by the name insured.

CERTIFICATE HOLDER

Dept. of Administration Services
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
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: February 9, 2022

CONTRACT FOR: Boiler Maintenance

CONTRACT #: 8002622

COMMODITY/NIGP CODE: 820-0000

CONTRACTOR: AAA Energy Service Co. VENDOR CODE #: 210473

SUBMITTED FOR ACCEPTANCE BY:

cn=Erica D Brisson, o=Div of Procurement Support Services, ou=Bureau of Purchase and Property, email=Erica.D.Brisson@das.nh.gov, c=US
2022.02.09 09:30:14 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

DN: cn=Paul A Rhodes, o=Div Procurement Support Services, ou=Bureau of Purchase and Property, email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2022.02.09 09:57:29 -05'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

DN: cn=Gary S Lunetta, o=Department of Administrative Services, ou=Divison of Procurement Support Services, email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.02.09 15:03:04 -05'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2-11-22

Form Revised 5/21/2021 GSL

FIRST AMENDMENT TO THE CONTRACT
BETWEEN AAA ENERGY SERVICE CO.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR BOILER MAINTENANCE SERVICES
CONTRACT # 8002622

This First Amendment (hereinafter referred to as the "Amendment"), dated this 4 day of February, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and AAA Energy Service Co. (hereinafter referred to as "the Contractor") for Boiler Maintenance Services.

WHEREAS, pursuant to an agreement effective November 1, 2019 set to expire September 30, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain boiler maintenance services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Amend Exhibit B Payment & Pricing; add the following location and payment terms upon signature of the Commissioner through September 30, 2022:

LOCATION	ADDRESS	QTY	BOILER MFR	MODEL #	SERIAL #	ANNUAL RATE (FEBRUARY 2022-SEPTEMBER 20, 2022
Division of Procurement and Support Services						
White Farm	144 Clinton St. Concord	1	Goodman	GMS90703BXA	0512008054	$314.00

Amend Exhibit B Payment & Pricing; adjust the following location and payment terms upon signature of the Commissioner through September 30, 2022:

LOCATION	ADDRESS	QTY	BOILER MFR	MODEL #	SERIAL #	ANNUAL RATE (FEBRUARY 2022-SEPTEMBER 20, 2022
Division of Procurement and Support Services						
White Farm	144 Clinton St. Concord	1	Well Mclain	Gold	NA	$314.00

Contractor Initials: KB
Date: 2-4-22

2. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on October 24, 2019, shall remain in full force and effect.

Contractor Initials: KC
Date: 2-4-20

AAA ENERGY SERVICE CO.

By: _____

JOSEPH L. GRINIERI JR.
(Print Name)

Title: VICE PRESIDENT

Date: FEBRUARY 4 2022

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 2-11-22

Contractor Initials: _____
Date: 2-4-22

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: February 4, 2022

ATTEST: D. Kelley
David P. Kelley
President

(https://quickstart.sos.nh.gov/online/Home/) Back to Home (https://quickstart.sos.nh.gov/online)

Business Information

Business Details

Business Name:	AAA ENERGY SERVICE CO., INC.	Business ID:	110665
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	05/08/1987	Name in State of Incorporation:	AAA ENERGY SERVICE CO.
Date of Formation in Jurisdiction:	05/08/1987		
Principal Office Address:	PO Box 908, Scarborough, ME, USA	Mailing Address:	PO Box 908, Scarborough, ME, USA
Citizenship / State of Incorporation:	Foreign/Maine		
		Last Annual Report Year:	2022
		Next Report Year:	2023
Duration:	Perpetual		
Business Email:	llovering@aaaenergy.com	Phone #:	603-626-4884
Notification Email:	llovering@aaaenergy.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / INSTALLATION AND SERVICING OF HVAC EQUIPMENT; ETC.	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Peter E Kelley / Director	PO Box 908, Scarborough, ME, 04070, USA
David P Kelley / Director	PO Box 908, Scarborough, ME, 04070, USA
Daniel P Kelley / Director	PO Box 908, Scarborough, ME, 04070, USA
Peter E Kelley / Other Officer	PO Box 908, Scarborough, ME, 04070, USA
David P Kelley / President	PO Box 908, Scarborough, ME, 04070, USA

< Previous ... 1 2 ... Next > Page 1 of 2, records 1 to 5 of 10

Go to Page (https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=46372#)

Registered Agent Information

Name: C T Corporation System

Registered Office Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Registered Mailing Address: 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

[illegible] -- Contact Us (https://quickstart.sos.nh.gov/online/Home/ContactUS)

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/8/2022

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.
45 Constitution Avenue
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) 224-0013
E-MAIL ADDRESS: kstapley@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B: Continental Western Insurance	
INSURER C: Maine Employers Mutual Ins Co	11149
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AAA Energy Service Co
PO Box 908
4 Commercial Rd
Scarborough ME 04070

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			CPA5002402	10/5/2021	10/5/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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 X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CAA5002403	10/5/2021	10/5/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUA5002404	10/5/2021	10/5/2022	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) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	3A: ME, PA, CT, NY, MA, ME 5101800552 1810079281	10/5/2021	10/5/2022	X PER STATUTE 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	10/5/2021	10/5/2022	Limit: $50,000 Limit: $200,000	Ded: $500 Ded: $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covering operations performed throughout the policy period by the name insured.

CERTIFICATE HOLDER

Department of Administrative Services
Bureau of Purchasing and Property
25 Capitol St.
RM 102
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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Subject: BOILER MAINTENANCE

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name AAA Energy Service Co. VC#210473		1.4 Contractor Address 20 Priscilla Lane, Unit G, Auburn, NH 03032	
1.5 Contractor Phone Number 603-626-6475	1.6 Account Number Various	1.7 Completion Date September 30, 2022	1.8 Price Limitation $250,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory JOSEPH L. CRINIERI JR VICE PRESIDENT	

1.13 Acknowledgement: State of NH, County of Hillsborough

On Oct 17, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Cheryl A. Derome

(Seal)

1.13.2 Name and Title of Notary or Justice of the Peace

Cheryl A. Derome, Notary exp 11/22/22

1.14 State Agency Signature Date: 10/24/19	1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On:

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials RL
Date 10/17/19

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

Contractor Initials K
Date 10/17/19

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials SK
Date 10/17/19

EXHIBIT A
SCOPE OF SERVICES

1. 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"), Department of Administrative Services, with Boiler Maintenance Services in accordance with the bid/proposal submission in response to State Request for Bid 2247-20 and as described herein.

2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFB 2247-20

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT C "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Payment Terms," (4) EXHIBIT A "Scope of Services," and (5) EXHIBIT D "RFB 1XXX-16."

3. TERM OF CONTRACT

The term of the contract shall commence October 1, 2019 or upon execution by the Commissioner of the Department of Administrative Services, whichever is later through September 30, 2022 a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary, and required to perform services as described herein.

The Contractor must be licensed to work in the State of New Hampshire, have a minimum of Five (5) years' verifiable commercial experience in boiler maintenance and repair. Technicians employed by the Contractor must have a State of New Hampshire Gas Fitters license. The successful Contractor must be certified by the manufacturers to work on any of the equipment described in this RFB and able to provide the certificates listed below.

Buderus, Patterson Kelly, Lochinvar, ATH, LARRS, Cleaver Brooks, Burnham Commercial, Fulton-Lunnox, HTP, HB Smith, Modine, Rinnai, Rheem, Weil- McClain.

Contractor Initials _____
Date 10/17/19

The Contractor shall perform preventative maintenance on a Semiannual and annual basis for Boilers as specified below.

All chemicals used shall be EPA, and OSHA approved for use in Boiler Units. Safety Data Sheets (SDS) shall be provided to the State prior to being used in State facilities and shall be posted in the work area.

Note: Prior to the start of any work, all Contractors shall follow Lock out/Tagout and Personal Protective Equipment Policies.

Prior to any Inspection or service Contractor shall check boiler area that is free of any combustible materials, gasoline and other flammable vapor.

Contractors shall Follow all Hazard notices published in Mfg. O&M manuals:

DANGER: indicates an imminently hazardous situation which, if not avoided, ***will result in death or serious injury.***
WARNING: indicates a potentially hazardous situation which, if not avoided, ***could result in death or serious injury.***
CAUTION: indicates a potentially hazardous situation which, if not avoided, ***may result in minor or moderate injury.***
CAUTION: used without the safety alert symbol indicates a potentially hazardous situation which, ***if not avoided, may result in property damage.***
NOTICE or NOTE: indicates special instructions on installation, operation, or maintenance that ***are important*** but ***not related to personal injury or property damage.***

Execution
The Contractor shall visit all locations within sixty (60) days of contract execution, and inspect the equipment listed below. Contractor shall examine each boiler and report to the Bureau of General Services Administrator the condition of each item and any recommended immediate repairs.
Contractor shall create a schedule for monthly maintenance and send electronically to the Plant Maintenance Engineer IV.

The Contractor shall perform maintenance as specified for each maintenance period and each unit. The Contractor shall ensure the readiness of the boilers prior to any required State of New Hampshire Dept. of Labor Pressure Vessel inspection. Any issue shall be presented to The State of New Hampshire 90 days prior to the inspection date.

The Contractor shall maintain the boiler systems per the manufacturer's recommendation. Any issues or repairs that are required shall be reported to the Administrator along with a quote for the repairs. Repair quotes shall have labor and material costs separated before approvals are required and before a Purchase Order is issued. A Purchase Order is required prior to beginning any repair work.

Contractor shall complete the following tasks each period at each location as the minimum expectation of service

Annually:

Contractor Initials _____
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- Replace all parts affected by normal wear and tear, Replace igniters, flame rods and gaskets. DO NOT reuse old gaskets.
- Inspect the fireside of heat exchangers annually
- Remove the burner and thoroughly wash and clean the mesh.
- Adjust combustion using a calibrated analyzer and a water tube manometer check for proper draft readings. (NOTE) 29 Hazen Boilers 1, 2, 3 require written reports of Sulphur Dioxide (SO) Nitrogen Oxides (NOx) Carbon Monoxide (CO) emissions for Air Permit SP-300 Compliance.

Annual Service, Asset Class: Hot Water Condensing Boiler- Semi Annual Service:
Fuel Type: Natural Gas or LPG

- Check main burner flame
- Minor adjust to flame
- Check pilot flame
- Check igniters
- Check linkages
- Check water pressure inlet
- Check operating controls
- Check boiler blower fan
- Clean replace air filters at boiler
- Check for Natural Gas Leaks
- Check for Water Leaks
- Clean the condensate trap. The condensate trap must be cleaned annually, and inspected for potential leaks.

Annual Service, Asset Class Hot water Boiler- Annual Service:
Fuel Type: Natural Gas or LPG

- Open Boiler Water inlet side and review
- Open Boiler Fireside and review
- Inspect Main Burner
- Inspect Pilot Assembly
- Open & Clean Heat Exchanger (Tube Bundles)
- Inspect the Venting System, modulating control damper, obstruction, leakage
- and corrosion
- Check and Calibrate Safety Controls
- Replace Heat Sensors
- Replace Igniter
- Clean the condensate trap. The condensate trap must be cleaned annually, and inspected for potential leaks.

Annual & Semi Annual Service, Asset Class: Steam Heating (Fire tube)
Fuel Type: Natural Gas or LPG

A. Perform all Shutdown, Inspection & Maintenance, Start-up procedures according to Mfg. Spec. Cleaver Brooks Model CB, & CB-LE (Operation, Service & Repair Manual)
Copies of this manual are located in the 29 Hazen Lab Renovation Boiler Room and office B-38

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Applicable Chapters:
Chapter 3 Waterside Care & Requirements
Chapter 4 Sequence of Operations
Chapter 5 Start-up
Chapter 6 Adjustment Procedures
Chapter 8 Inspection & Maintenance

(NOTE) 29 Hazen Boiler #1 is equipped with an ICS HAWK Boiler Management Control System; refer to ICS HAWK Installation, Operating and Servicing Manual No. 750-229 for specific information regarding Procedures described in section A.
A copy of this manual can be found at 29 Hazen Dr. Room B-29 & in Maintenance office in New lab

Annual Service, Asset Class: Heating Sys (Hot water/ Forced Air)
Fuel Type: Fuel Oil

- Conduct pilot turn down test.
- Conduct Hot Refractory hold in test.
- Check combustion air fan & housing for condition & operation.
- Check damper linkage & cams for wear. Replace as Required.
- Check damper low fire proving switch for proper operation.
- Check coils and diaphragm of Pilot & Main Fuel valves, other safety shutdown valves.
- Perform leak test on Pilot Main & other fuel safety valves.
- Check the Low Water Cut out safety for safety shut down As Required.
- Clean the condensate trap. The condensate trap must be cleaned annually, and inspected for potential leaks.
- Clean burner section and nozzles.
- Perform tool count & housekeeping.
- Return Boilers to operational condition.

Annual Service, Asset Class: Direct Vent Heating Sys (Modine Furnace)
(NOTE) Refer to the Modine Operating instructions 76-500P Dated October, 2017 for any Service or Troubleshooting questions.
General Maintenance:

- Check equipment for any physical damage that may have occurred over the summer. This should include damage to sheet metal, fans and air movers, wiring,
- gas pipes, vent systems, and equipment supports.
- Look for cleanliness of heat exchanger and burners.
- Check to make certain the vent system has not been compromised and is in the proper working order.
- Check for obstructions that may be blocking the air inlet or discharge paths of the heat exchanger.

Gas Supply:

- Check to make sure that gas mains are turned on. Check inlet pressure and manifold gas pressure to heating equipment to make sure it is properly set.
- Check gas regulators to be certain regulator vents are not plugged.

Gas Controls:

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- Inspect all gas connections for good tight fits. This includes pipe connections to the equipment as well as pilot tubing connections at the gas valve and at the pilot burner.
- Inspect the main burner gas orifices to make sure they are not blocked with spider webs. Check pilot orifice for obstructions if pilot cannot be lit or will not stay lit.
- After visual and physical inspection of the gas connection, turn on the gas and check for gas leaks using a water/soap solution.

DANGER! (Do not check for gas leaks with an open flame.)

- Check electrical connections to gas valve.
- Check thermocouple, pilots, flame sensors, ignition cables, etc. for cleanliness and tightness of connections.

Gas Burner:

- Inspect the burner for general cleanliness. If the burner requires cleaning, clean with a stiff brush (not a wire brush).
- Inspect inside of burner tubes as much as possible. During the summer months it is not uncommon to find that insects or rodents have nested inside the burner.
- Inspect burner for proper location making sure that it is properly aligned and securely fastened.

Air Movers:

- Lubricate motor bearings if they are not the permanently lubricated type.
- With the power turned off, check to see that the motor shaft turns freely and does not bind. This can be done by rotating the fan or blower wheel by hand. Inspect the fan or blower wheel to make sure they are not damaged or binding.
- Check to make certain fan is not loose on motor shaft. If blower units are used, make certain the blower and motor pulleys are secure.
- On blower units, check for proper belt tension and also look for signs of belt wear.
- Check power connections to motor to ensure they are secure and have not vibrated loose.

Note: Equipment using belt drives should have the belt tension checked periodically during the heating season to ensure continued proper operation.

Condensate Removal:

Gas-fired condensing units, check the following items:

- Make sure the condensate lines are clear of obstructions and free flowing.
- Assure the condensate drain line "P" trap has been primed and filled with water.
- Check the condensate overflow switch to make sure it is working properly.
- If the unit(s) has been provided with a condensate removal pump, check to make sure the pump is working properly and has not been damaged.

Vent System

- Check to make certain vent system is clear and free of any obstructions.
- Be sure all connections are secure and tight.
- Inspect the entire vent system for signs of corrosion, damage, and all potential issues that could lead to vent products entering the heated space or vent products recirculating into combustion air.

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- Clean vent pipe and clean out cap, if necessary.
- Make certain vent support system is secure and free of damage.
- Check joints of vent for signs of condensate leakage. Water marks down the outside of the vent pipe may indicate inadequate venting and/or improper vent insulation in unheated spaces. If water marks are observed, double check to make certain the proper vent system has been installed.
- If units are the power vented (power exhaust) type, check all the wiring connections to the power venter motor, and the vent system safety pressure switch.
- Check the pressure switch sensing tube for blockage or damage. With the main gas turned off, cycle the thermostat to check the operation of the power venter, and verify the safety pressure switch is functioning.
- Check the exterior components of the vent system (exterior vent extensions, vent weather caps, combustion air intake weather caps, etc.) to assure they have not been compromised, they are in proper position, and that there are not any blockages at the air intakes or vent discharges of the venting system.
- Perform tool count & housekeeping.
- Return Furnace to operational condition.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

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

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

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

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

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

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

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

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all Boiler Maintenance Services strictly pursuant to, and in conformity with, the specifications described in State RFB #2247-20, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

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

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

8. INSURANCE

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

9. CONFIDENTIALITY & CRIMINAL RECORD

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

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EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide Boiler Maintenance 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 $250,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Agency	Location	Address	Town	Qty	Boiler MFR	Model #	Serial #	Annual Rate (Nov 2019 - Oct 2020)	Semi Annual Rate (Nov 2019 - Oct 2020)	Annual Rate (Nov 2020 - Oct 2021)	Semi Annual Rate (Nov 2020 - Oct 2021)	Annual Rate (Nov 2021 - Oct 2022)	Semi Annual Rate (Nov 2021 - Oct 2022)
NEW HAMPSHIRE HOSPITAL GROUNDS													
General Services	Walker Building	21 South Fruit Street	Concord	5	Fulton-Lunnox	PHW-1000K	94492	$1,572.00	$1,572.00	$1,572.00	$1,572.00	$1,572.00	$1,572.00
General Services	Archives	71 South Fruit Street	Concord	2	Burnham Commercial	V911A	64788T69	$629.00	$629.00	$629.00	$629.00	$629.00	$629.00
General Services	Medical and Surgical Building	109 Pleasant Street	Concord	1	LAARS MAGNATHERM	MGH2000NXJGX2	N18287320	$314.00	$314.00	$314.00	$314.00	$314.00	$314.00
General Services	Spaulding Hall	95 Pleasant Street	Concord	2	LARRS	NTH1000N JX1	G18416171	$629.00	$629.00	$629.00	$629.00	$629.00	$629.00
							Sub Total Section A	$3,144.00	$3,144.00	$3,144.00	$3,144.00	$3,144.00	$3,144.00
DOWNTOWN CONCORD													
General Services	Old Labor Building	19 Pillsbury Street	Concord	1	HB SMITH	28A-S/W4	N/A	$314.00	$314.00	$314.00	$314.00	$314.00	$314.00

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General Services	Old Revenue Building	64 South Street	Concord	1	Burnham Commercial	V11	N/A	$314.00	$314.00	$314.00	$314.00	$314.00	$314.00
General Services	Departm ent of Justice	33 Capitol Street	Concord	2	Patterson Kelly	C-2500	H911-18-14068	$628.00	$628.00	$628.00	$628.00	$628.00	$628.00
General Services	LOB	33 North State Street	Concord	2	Patterson Kelly	C-2000-H	H84-17-13783	$628.00	$628.00	$628.00	$628.00	$628.00	$628.00
General Services	Upham Walker	18 Park Street	Concord	1	Burnham Commercial	ALPS00C Alpine-C-		$314.00	$314.00	$314.00	$314.00	$314.00	$314.00
General Services	Bridges House	21 Mountain Road	Concord	1	Rheem	RGRK-12ERAJS	GT5D707F44060553 3	$314.00	$314.00	$314.00	$314.00	$314.00	$314.00
General Services	Bridges House	21 Mountain Road	Concord	1	Rheem	RGRM-06EMAES	HK50702F39 1106191	$314.00	$314.00	$314.00	$314.00	$314.00	$314.00
General Services	Bridges House	21 Mountain Road	Concord	1	Rheem	RGRM-06EMAES	HJ5D702F23110264 5	$314.00	$314.00	$314.00	$314.00	$314.00	$314.00
General Services	White Farm	144 Cinton Street	Concord	1	Well Mclain	GOLD	NA	$314.00	$314.00	$314.00	$314.00	$314.00	$314.00
General Services		11 Hills Avenue	Concord	1	UH-1	Modine	HDS-60AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-2	Modine	HDS-60AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-3	Modine	HDS-60AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-4	Modine	HDS-60AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-5	Modine	HDS-100AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00

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General Services		11 Hills Avenue	Concord	1	UH-6	Modine	HDS-60AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-7	Modine	HDS-30AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-8	Modine	HDS-125AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-9	Modine	HDS-60AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-10	Modine	HDS-60AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-11	Modine	HDS-60AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-12	Modine	HDS-75AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-13	Modine	HDS-75AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	UH-14	Modine	HDS-60AS-0111-FBAN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	WF-1	RINNAI	EX38CN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	WF-2	RINNAI	EX38CN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
General Services		11 Hills Avenue	Concord	1	WF-3	RINNAI	EX11CN	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
							Sub Total Section B	$5,324.00	$5,324.00	$5,324.00	$5,324.00	$5,324.00	$5,324.00
HAZEN DRIVE													
General Services	HHS/DES	29 Hazen Drive	Concord	1	Cleaver Brooks	CBLE-200-200 150ST	N/A	$1,946.00	$1,946.00	$1,946.00	$1,946.00	$1,946.00	$1,946.00
General Services	HHS/DES	29 Hazen Drive	Concord	1	Cleaver Brooks	CB 500-200	N/A	$1,946.00	$1,946.00	$1,946.00	$1,946.00	$1,946.00	$1,946.00
General Services	HHS/DES	29 Hazen Drive	Concord	1	Cleaver Brooks	CB 558-200	N/A	$1,946.00	$1,946.00	$1,946.00	$1,946.00	$1,946.00	$1,946.00

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General Services	ASDC	27 Hazen Dr.	Concord	1	Lochinvar SYNC	SYNC SBN1500	G10H10148525	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	ASDC	27 Hazen Dr.	Concord	1	Lochinvar SYNC	SYNC SBN1500	G10H10148524	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	Hayes Safety Bldg	33 Hazen Dr.	Concord	1	ULTRA	310	U6004556	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	DMV	23 Hazen Dr.	Concord	2	Weil-McLain	model 88	688	$872.00	$872.00	$872.00	$872.00	$872.00	$872.00
General Services	DMV	23 Hazen Dr.	Concord	1	ATH	KN-10 WW	81541487	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	Morton Building	7 Hazen Dr	Concord	1	Lochinvar	SYNC SBN1300	H10H10152444	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	Morton Building	7 Hazen Dr	Concord	1	Lochinvar	SYNC SBN1300	H10H10148458	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	Morton Building	7 Hazen Dr	Concord	1	Lochinvar	SYNC SBN1300	H10H10148460	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	Morton Building	7 Hazen Dr	Concord	1	Lochinvar	SNA285-125	G10C10134904	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	DOT M&R	5 Hazen Dr	Concord	1	Raypak/Rheem	SNA285-125	G10C10134904	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	Hayes Safety Bldg	33 Hazen Dr	Concord	1	Lochinvar	SYNC SBN1300	H10H10148458	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	Hayes Safety Bldg	33 Hazen Dr	Concord	1	Lochinvar	SYNC SBN1300	H10H10148460	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	DOT M&R	5 Hazen Dr	Concord	1	Raypak/Rheem	SNA285-125	G10C10134904	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	Supreme Court	1 Charles Doe Drive	Concord	1	Lochinvar	SBN-1000	G10H10150155	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00
General Services	Supreme Court	1 Charles Doe Drive	Concord	1	Lochinvar	SBN-1000	G10H10150154	$436.00	$436.00	$436.00	$436.00	$436.00	$436.00

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General Services	CPC	2 Charles Doe Drive	Concord	2	HTP	EFT-399PU	N/A	$872.00	$872.00	$872.00	$872.00	$872.00	$872.00
							Sub Total Section C	$13,686.00	$13,686.00	$13,686.00	$13,686.00	$13,686.00	$13,686.00
				SMOKEY BEAR BOULEVARD									
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	RTU-1	TRANE	YHC060A4RH2FF2000002A604	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	RTU-2	TRANE	YHC060A4RH2FF2000002A604	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	RTU-3	TRANE	YHC092RHA29F000002A604	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	RTU-4	TRANE	YHC036A4RMA2BF2000002A604	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	RTU-5	TRANE	YHC036A4RMA2BF2000002A604	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	RTU-6	TRANE	YHC060A4RH2FF2000002A604	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU-1	Greenheck	DG-118-H30-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU-2	Greenheck	DG-110-H10-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU-3	Greenheck	DG-110-H10-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00

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General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -4	Greenheck	DG-112-H20-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -5	Greenheck	DG-112-H20-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -6	Greenheck	DG-112-H20-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -7	Greenheck	DG-112-H20-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -8	Greenheck	DG-118-H30-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -9	Greenheck	DG-109-H10-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -10	Greenheck	DG-109-H10-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -11	Greenheck	DG-109-H10-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -12	Greenheck	DG-109-H10-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -13	Greenheck	DG-112-H20-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00

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Date 10/17/19

General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -14	Greenheck	DG-112-H20-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -15	Greenheck	DG-112-H20-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -16	Greenheck	DG-112-H20-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -17	Greenheck	DG-112-H20-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	MAU -18	Greenheck	DG-112-H20-DB	N/A	$203.00	$203.00	$203.00	$203.00	$203.00	$203.00
General Services	DOT Mechanical Services	33 Smokey Bear BLVD	Concord	48	CEILING SUSPENDED INFARED HEATERS	ROBERTS-GORDON	BH-80	$2,112.00	$2,112.00	$2,112.00	$2,112.00	$2,112.00	$2,112.00
General Services	EOC	110 Smokey Bear Blvd.	Concord	2	Well-McLain	680 Series 1	N/A	$628.00	$628.00	$628.00	$628.00	$628.00	$628.00
							Sub Total Section D	$7,612.00	$7,612.00	$7,612.00	$7,612.00	$7,612.00	$7,612.00
					INSTITUTE DRIVE								
General Services	Sheppard	11 Institue Drive	Concord	2	Cleaver Brooks	CFG-700-1500	MB-1299	$1,162.00	$1,162.00	$1,162.00	$1,162.00	$1,162.00	$1,162.00
General Services	McAuliffer	12 Institue Drive	Concord	1	ATH Hydrotherm 2012	KN-6	8002	$435.00	$435.00	$435.00	$435.00	$435.00	$435.00
General Services	McAuliffer	13 Institue Drive	Concord	1	ATH Hydrotherm 2013	KN-2	13634	$435.00	$435.00	$435.00	$435.00	$435.00	$435.00
							Sub Total Section E	$2,032.00	$2,032.00	$2,032.00	$2,032.00	$2,032.00	$2,032.00

Contractor Initials
Date 10/17/19

CLAREMEONT													
General Services	Monadnock Mill	17 Water Street	Claremont	1	Buderus	G515/9	N/A	$858.00	$858.00	$858.00	$858.00	$858.00	$858.00
							Sub Total Section F	$858.00	$858.00	$858.00	$858.00	$858.00	$858.00
LACONIA													
General Services	Dube building	67 Right Way Path	Laconia	1	HTP-Munchkin	399MLP R2	J23053240	$448.00	$448.00	$448.00	$448.00	$448.00	448
General Services	Dube building	67 Right Way Path	Laconia	1	HTP-Munchkin	399MLP R2	J22052852	$448.00	$448.00	$448.00	$448.00	$448.00	448
General Services	Dube building	67 Right Way Path	Laconia	1	HTP-Munchkin	399MLP R2	J23053242	$448.00	$448.00	$448.00	$448.00	$448.00	448
								$1,344.00	$1,344.00	$1,344.00	$1,344.00	$1,344.00	1344

3. 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 three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

4. INVOICE

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

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments:
https://www.nh.gov/treasury

Contractor Initials RC
Date 10/17/19

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials
Date 10/17/18

EXHIBIT D

RFB #2247-20 is incorporated here within.

Contractor Initials SL
Date 10/17/19

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 110665

Certificate Number : 0004571769

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

William M. Gardner
Secretary of State

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: October 17, 2019

Chel A. Deroche
Expires 11/22/22

ATTEST: D. Kelley
David P. Kelley
President

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2019

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

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

PRODUCER
THE ROWLEY AGENCY INC.
45 Constitution Avenue
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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Acadia Insurance Company	31325
INSURER B: Continental Western Insurance	
INSURER C: Maine Employers Mutual Ins Co	11149
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
AAA Energy Service Co
PO Box 908
4 Commercial Rd
Scarborough ME 04070

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			CPA5002402 CLA5016101	10/5/2019	10/5/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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 X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			CAA5002403	10/5/2019	10/5/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			CUA5002404	10/5/2019	10/5/2020	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) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3A:NH,PA,CT,NY,MA,ME 5101800552 1810079281	10/5/2019	10/5/2020	X PER STATUTE / OTHER	
							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	10/5/2019	10/5/2020	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 by the name insured.

CERTIFICATE HOLDER

State of New Hampshire
Administrative Services
Bureau of Purchase and Property
25 Capitol Street
Room 102
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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