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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

October 4, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with City Pro Plumbing and Heating LLC d/b/a Queen City Plumbing & Heating (VC#424390), Manchester, NH, in an amount up to and not to exceed $564,747.81 for plumbing and pipefitting services, with the option to extend for up to two additional years effective upon Governor and Executive Council approval through September 30, 2028.

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

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) #2763-23 on May 25, 2023 with responses due on June 21, 2023. The bid reached twelve potential vendors using the NIGP electronic sourcing platform with an additional four directly sourced. It was the Department's intent to award multiple contracts for this bid, but City Pro Plumbing and Heating LLC d/b/a Queen City Plumbing & Heating was the only compliant response received with coverage provided to Merrimack, Rockingham, and Hillsborough Counties.

In an effort to increase plumbing and pipefitting service coverage statewide, the Department of Administrative Services, Bureau of Purchase and Property issued a subsequent request for bid (RFB #2814-24) on August 25, 2023 with responses due on September 7, 2023. When multiple contracts are established, an agency will develop a scope of work (SOW) and the Department of Administrative Services will request a quote from each of the vendors who are contracted to provide services in the county were services are to be performed. Each SOW will

detail various requirements related to the services, planning and implementation of new projects. The project engagement will be awarded to the lowest-cost, qualified quote with availability to meet the project timeline.

The requested contract price limitation is based on the expiring contract (Contract # 8002748) annual spend minus the percent savings achieved by the proposed contractor's bid pricing. The expiring contract term is three years so for the purpose of exact comparison, the expiring contract financial table has been extended to reflect pricing for a five-year period with an equivalent 2.5% price escalation. This requested contract allows for an annual maximum labor rate increase of 2.5%. The contractor must request this increase in writing no less than sixty days prior to the anniversary date of the contract and provide justification for this request based on reporting by the Northeast Urban Consumer Price Index (CPI). Likewise, if there is a decrease indicated by CPI reporting, the price reduction will be effective immediately.

Expiring contract financials		Contract financials	
Spend – year one	$110,503.58	Estimated spend – year one	$107,441.50
Spend – year two	$113,266.17	Estimated spend – year two	$110,127.54
Spend – year three	$116,097.82	Estimated spend – year three	$112,880.72
Spend – year four	$119,000.27	Estimated spend – year four	$115,702.74
Spend – year five	$121,975.28	Estimated spend – year five	$118,595.31
Comparable contract spend	$580,843.12	Contract price limitation	$564,747.81
		Contract savings	$16,095.31

Materials costs shall be firm, fixed for the contract term at contractor cost plus 10% mark-up. A detailed, itemized materials receipt shall accompany contractor's invoice to validate the contractor's charges. The contract will be closely monitored throughout the term for agency usage and spend to ensure the price limitation is not exceeded.

Based on the foregoing, I am respectfully recommending approval of the contract with City Pro Plumbing and Heating LLC d/b/a Queen City Plumbing & Heating.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Plumbing and Pipefitting Services	Agency	Statewide
RFB#	2763-23	Requisition#	N/A
Agent Name	Andrea Olsson	Bid Closing	June 21, 2023 @ 10:00am

Qty.	UOM	Product Description	City Pro Plumbing and Heating LLC d/b/a Queen City Plumbing & Heating		Expiring Contract	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost
Plumbing and Pipefitting Services Mon-Fri, 7am - 5pm						
1940	Hours	Master Plumber	$90.00	$174,600.00	$89.00	$172,660.00
270	Hours	Journeyman Plumber	$90.00	$24,300.00	$89.00	$24,030.00
1355	Hours	Apprentice Plumber	$75.00	$101,625.00	$79.00	$107,045.00
Plumbing and Pipefitting Services Mon-Fri, 5:01pm - 6:59am						
500	Hours	Master Plumber	$135.00	$67,500.00	$133.50	$66,750.00
90	Hours	Journeyman Plumber	$135.00	$12,150.00	$133.50	$12,015.00
310	Hours	Apprentice Plumber	$112.50	$34,875.00	$118.50	$36,735.00
Plumbing and Pipefitting Services - Saturday						
167	Hours	Master Plumber	$135.00	$22,545.00	$133.50	$22,545.00
60	Hours	Journeyman Plumber	$135.00	$8,100.00	$133.50	$8,100.00
125	Hours	Apprentice Plumber	$112.00	$14,000.00	$118.00	$14,000.00
Plumbing and Pipefitting Services - Sunday & Holiday						
90	Hours	Master Plumber	$135.00	$12,150.00	$178.00	$16,020.00
45	Hours	Journeyman Plumber	$135.00	$6,075.00	$178.00	$8,010.00
95	Hours	Apprentice Plumber	$112.50	$10,687.50	$158.00	$15,010.00
		Sub Total		**$488,607.50**		**$502,920.00**

Estimated spend - year one	$107,441.50	**Expiring contract annual spend**	$110,503.58
Estimated spend - year two	$110,127.54	**Expiring contract term spend**	$331,510.75
Estimated spend - year three	$112,880.72	**Comparable 5 year term w/2.5% price escalation**	$580,843.12
Estimated spend - year four	$115,702.74	**Cost savings (bid price)$**	$14,313.00
Estimated spend - year five	$118,595.31	**Cost Savings (bid price)%**	2.85%
Estimated term spend	$564,747.81	**Estimatied contract cost savings $**	$16,095.31
		Estimated contract cost savings %	2.77%
Recommended price limitation	$564,747.81		

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

Recommendation Summary			
Statewide Contract or Amendment	Contract		
Term of Contract	5 Years		
Price Limitation	$564,747.81		
Number of Solicitations Received	1		
Number of Sourced bidders	4		
Number of NIGP Vendors Sourced	12		
Number of non-responsive bidders	15		
P-37 Checklist Complete	Yes		
D&B Report Attached			
Method of Payment (P-card/ACH)	ACH		
FOB Delivered	Statewide		
Expiring Contract Price Limitation	$500,000.00		
Total Cost ($/%)	$0.03	0%	Savings

Special Notes: City Pro Plumbing and Heating LLC d/b/a Queen City Plumbing and Heating bid on the following Counties:

Merrimack - 62 locations	
Hillsborough - 18 locations	
Rockingham - 34 locations	
Total locations serviced - 114	

The new contract term is five (5) years vs. the expiring contract term of three (3) years. Annual increases allowed up to 2.5% by vendor request, based upon Northeast Urban Consumer Pirce Index as reported by the Unites States Bureau of Labor Satatistics.

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 Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name City Pro Plumbing and Heating LLC d/b/a Queen City Plumbing & Heating		1.4 Contractor Address 999 Candia Road, Unit #9 Manchester, NH 03109	
1.5 Contractor Phone Number 603-235-6619	1.6 Account Unit and Class Various	1.7 Completion Date September 30, 2028	1.8 Price Limitation $564,747.81
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-3606	
1.11 Contractor Signature Date: 08/10/23		1.12 Name and Title of Contractor Signatory Christian Augusto / Owner	
1.13 State Agency Signature Date: 9/5/23		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 9/12/23	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials CA
Date 08/10/23

2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subContractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials CA
Date 08/10/23

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subContractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials CA
Date 08/10/23

14. INSURANCE.

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

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 with respect to the subject matter hereof.

Contractor Initials CA
Date 08/10/23

EXHIBIT A

SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials CA
Date 08/10/23

EXHIBIT B
SCOPE OF SERVICES

1. INTRODUCTION

City Pro Plumbing and Heating LLC d/b/a Queen City Plumbing & Heating (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 Plumbing and Pipefitting Services in accordance with the bid submission in response to State Request for Bid #2763-23 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 Special Provisions
c. EXHIBIT B Scope of Services
d. EXHIBIT C Method of Payment
e. EXHIBIT D RFB 2763-23
f. EXHIBIT E Contractor's Bid Response

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), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) EXHIBIT D "RFB 2763-23," and (5) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence October 1, 2023 or upon execution by the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of five (5) years.

The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

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 plumbing and pipefitting services shall include, but are not limited to the following:

a. Installation and repair of plumbing fixtures
b. Installation and repair of water supply and distribution piping
c. Installation and repair of water heaters: gas, electric, solar and others
d. Installation and repair of backflow prevention devices
e. Installation and repair of water pumps, tanks, and systems
f. Installation and repair of drainage, waste, and vent piping

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g. Installation and repair of sewer and dewatering pump systems
h. Installation and repair process piping and air distribution systems
i. Installation and service of gas equipment
j. Installation and service of gas piping, both natural gas and propane an appliances
k. Clean, trace and inspect drain lines
l. Drain cleaning, jetting, pump station repair and installation
m. Perform work on electrical, electronic, and pneumatic control systems associated with plumbing systems. This may include subcontracting with a company that has access to any proprietary systems
n. Install heating and cooling systems such as steam, hot water, forced air and others
o. Perform all work associated with pipefitting systems and materials
p. Seal pipe penetrations including fireproofing as required by code with own forces or approved sub-contractor
q. Insulate pipes to meet code either in house or with approved sub-contractors
r. Provide rigger services for boilers and heavy plumbing equipment with own forces or with through the use of an approved sub-contractor
s. Other installations, repairs and maintenance work commonly performed by a plumbing and pipefitting Contractor

Individual projects are not to exceed $25,000 including all costs associated with any individual project, including supervision, labor, material, equipment, construction equipment, machinery, and supplies, etc.

A Request for Quote (RFQ) and Statement of Work (SOW) shall be issued to each Contractor in the county where work is being requested. The Individual projects shall be awarded to, and project engagement will be with the Contractor with the lowest price, not to exceed quotes based on Contract rates meeting the RFQ/SOW requirements. Emergency electrical repair projects will be based upon the Time and Material/Repair Rates specified in Exhibit C.

For emergency projects requiring immediate attention, the Contractor shall work on a time and materials basis subject to review and approval by the requesting supervisor or manager. Agency will provide a brief summary of the emergency and select the Contractor who can be on site the soonest.

All work performed under the contract shall be scheduled by the requesting supervisor or manager.

Unless the Contractor is directed differently by the requesting project manager or supervisor, all materials, parts, and work shall be in compliance with specifications as detailed in Appendix A.

All materials and supplies shall be invoiced at a markup not to exceed 10% over Contractor's cost. A detailed receipt shall accompany each invoice.

For plumbing and pipefitting services issued on a fixed price basis, the following information is required on all invoices:

Description of the project; Time frame indicated of when work was performed; Copy of original quote submitted to Project Manager; Provide supporting documentation of material costs and or subcontractor costs, not to exceed 10% mark up.

Contractor Initials CA
Date 08/10/23

For emergency plumbing and pipefitting repair services awarded on a time and materials basis, the following additional information must be included on all invoices:

> Description of the number of work hours performed by each person (including copies of time sheets); Copies of original receipts for all materials purchased, not to exceed 10% mark up, or costs incurred as a result of the scope of work.

Invoices must be submitted to the State by the Contractor at the rates listed in Exhibit C. If additional equipment is required beyond the equipment listed in the contract, they must be procured and billed to the project subject to prior approval of the Project Manager. All materials shall be invoiced not to exceed 10% over the Contractor's cost.

Contractor's typical working hours under the contract will range from 7:00am and 5:00pm Monday through Friday, but occasions may arise which would require work to be performed before or after these hours, on weekend, or holidays. The typical working hours may vary by the type of facility or the operational needs of the State agency where work is being performed and will be established in the RFQ/SOW of each project. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall notify the requesting State agency supervisor or manager of any maintenance related issues that are discovered while performing services.

Permits are required for new and renovation construction based on the provisions of the current NH State Building Code and applicable amendments. For further information:

https://www.nh.gov/safety/divisions/firesafety/building/state-building-permit-system.html

The Contractor shall be responsible for obtaining permits, scheduling inspections, and being on site during inspection. The State agencies shall be invoiced for the permit, at no markup, as part of the services. The permit costs will be itemized on the detailed invoice at the completion of work.

The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor shall utilize lock out/tag out services on plumbing systems in support of their construction or repair services. The person responsible for applying their lock or tag to isolate the system(s) shall have their name, company, and contact number attached to the lock or written on the tag. The Contractor shall coordinate with the State Project Manager before effecting any systems.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: a) all employees of the work and all other persons who may be affected thereby; b) all the work and all materials and equipment to be incorporated therein, whether in storage on or off-site, under the care, custody or control of the Contractor or any of their subcontractor(s); and c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadway structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor Initials CA
Date 08/10/23

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

The Contractor shall erect and maintain as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

The Contractor shall provide and maintain as required, any traffic control measures to ensure safety to employees and the public.

The Contractor shall also be aware of laws and regulations relating to hazardous materials that may be encountered during construction operations. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported and the appropriate action taken to dispose of, remove from the site or otherwise contain the possible contaminants.

If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the project area and the Project Manager notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue work in the area. The Contractor shall fully cooperate with the State and perform any remedial work as directed. Work shall continue in other areas of the project unless otherwise directed.

The Contractor shall provide adequate supervision of their employees to ensure compete and satisfactory performance of all work in accordance with the terms of the contract.

The Contractor shall pre-mark areas of any intended excavation in accordance with NH PUC 806 and notify NH Dig Safe. The Contractor shall comply with all NH Public Utilities 800, Underground Utility Damage Prevention Program rules.

The Contractor shall make service available twenty-four hours per day, seven days per week for emergency plumbing repair services. The Contractor shall provide one (1) dispatch telephone number or other electronic means of communicating that shall be available 24/7 for emergencies.

The Contractor shall execute the work by methods that minimize raising dust from construction operations. The Contractor shall provide positive means to prevent air borne dust from dispersing into the atmosphere.

The Contractor shall provide methods, means and facilities to minimize noise from demolition and noise produced by construction operations.

The Contractor shall provide methods, means and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious toxic substances, and pollutants produced by construction operations.

The Contractor shall comply with pollution and environmental control requirements of authorities having jurisdiction.

Contractor Initials CA
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The Contractor shall employ sufficient number of trained personnel so that all requests for plumbing repair service calls are answered within the required time limitations.

The Contractor shall provide high quality technicians with adequate training to resolve all the inspections or repair issues encountered. All technicians used by the Contractor in contract performance must be licensed plumbers and pipefitters and gas fitters (as appropriate for the work) for the State of New Hampshire.

The Contractor shall respond by phone or other electronic means to all non-emergency plumbing repair service calls within eight (8) hours after a report of occurrence.

The Contractor shall respond by phone or other electronic means to all emergency plumbing repair service calls within fifteen (15) minutes of reported occurrence. The Contractor shall physically respond to the site within four (4) hours of receipt of notification from the State.

The Contractor's equipment shall be the size and type appropriate for completing the various types of plumbing work. The Contractor shall ensure that any equipment considered by the Project Manager or supervisor to be improper or inadequate for the purposes is removed from the site and replaced with satisfactory equipment.

The Contractor shall ensure that all materials shall be of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order and completed within the predetermined time frame. All materials shall be new unless otherwise specified and all plumbing and pipefitting services shall be good quality, free from faults and defects.

The Contractor shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the project, they shall remove all their waste materials and rubbish from and about the project as well as all their tools, construction equipment, machinery, any surplus materials and shall leave the premises in a clean and satisfactory condition at all times.

The Contractor shall supervise and direct the work using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Contractor guarantees to repair, replace, re-execute, or otherwise correct any defect in workmanship, materials, of the like that fails to conform to the requirements of the State or appear during the progress of the work or within one year of final acceptance by the State.

The Contractor shall acquaint themselves with the limits of the property or right-of-way of the State and shall on trespass on other property. The Contractor shall adequately protect the project, adjacent property and the public and shall be responsible for any damage or injury due to the Contractor's act or neglect and shall save the State harmless in respect thereto.

All work shall be done in such a manner as not to interfere with the State's operating functions. The Contractor and their employees shall familiarize themselves and comply with all rules and regulations applicable to each project.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless insubordinate, or otherwise objectionable or whose

Contractor Initials CA
Date 08/10/23

continued employment on the work site is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

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

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

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

The Contractor shall have a minimum of three years' experience completing plumbing and pipefitting services as described herein.

Proof of plumbing license(s) shall be made available upon request of the Contractor and their employees.

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.

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

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.

While on State property the Contractor, its employees, and its subcontractors 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.

Contractor Initials CA
Date 08/10/23

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. USAGE REPORTING

The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Andrea Olsson and sent electronic to Andrea.i.Olsson@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - Percentage of recycled materials contained within finished products
  - Percentage of waste recycled throughout the manufacturing process
  - Types and volume of packaging used for transport
  - Any associated material avoided and/or recycled as applicable under contract
  - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2763-23 as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:
https://das.nh.gov/purchasing/Contractorregistration/(S(a0fzcv55ghaeas45ipya5i45))/welcome.aspx

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.

Contractor Initials CA
Date 09/10/23

6. 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.

7. 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.

Contractor Initials CA
Date 08/10/23

EXHIBIT C
METHOD OF PAYMENT

1. CONTRACT PRICE

The Contractor hereby agrees to provide plumbing and pipefitting services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $564,747.81; 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

Counties serviced:

Merrimack
Hillsborough
Rockingham

Plumbing and Pipefitting Services	
DESCRIPTION	**HOURLY RATE**
Monday-Friday 7:00am-5:00pm	
Master Plumber	$90.00
Journeyman Plumber	$90.00
Apprentice Plumber	$75.00
Monday-Friday 5:01pm-6:59am	
Master Plumber	$135.00
Journeyman Plumber	$135.00
Apprentice Plumber	$112.50
Saturday	
Master Plumber	$135.00
Journeyman Plumber	$135.00
Apprentice Plumber	$112.50
Sunday and Holiday	
Master Plumber	$135.00
Journeyman Plumber	$135.00
Apprentice Plumber	$112.50

Price adjustments
Prices for materials shall remain firm at cost plus a markup not to exceed 10% for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this Contract. A detailed receipt shall be provided by the Contractor

to verify their costs. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. The labor rates will be valid for the first year of any awarded contract and related Change Orders. On the Contract Anniversary Date (October 1) of each subsequent year, the Contractor may submit requested adjustments of hourly rates in accordance with the Northeast Urban Consumer Price Index (CPI) as

Contractor Initials CA
Date 09/10/23

reported by the United States Bureau of Labor Statistics and in no cases shall exceed a maximum increase of 2.5% for each respective role annually. The hourly rate schedule will remain in effect through contract termination including all extensions.

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

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.

Material prices shall remain firm, fixed for the contract term at cost plus a markup not to exceed10%. A detailed, itemized receipt shall be provided by the Contractor to verify their costs. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time.

Labor rates will be valid for the first year of the Contract and related Change Orders. On the Contract Anniversary Date (October 1) of each subsequent year, the Contractor may submit requested adjustments of hourly rates in accordance with the Northeast Urban Consumer Price Index (CPI) as reported by the United States Bureau of Labor Statistics and in no cases shall exceed a maximum increase of 2.5% for each respective role annually. The hourly rate schedule will remain in effect through contract termination including all extensions.

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

The invoice shall be sent to the address of the using agency under agreement.

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 QA
Date 06/10/23

EXHIBIT D

RFB #2763-23 is incorporated herein.

Contractor Initials CA
Date 08/10/23

EXHIBIT E

Contractor's bid is incorporated herein

Contractor Initials CA
Date 08/10/23

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 CITY PRO PLUMBING AND HEATING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 10, 2021. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 885576

Certificate Number: 0006294471

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 10th day of August A.D. 2023.

David M. Scanlan

Secretary of State

SECTION II

CORPORATE CERTIFICATE OF RESOLUTION

I, Christian Augusto (owner) of City Pro Plumbing and Heating LLC,
(Name and Title) (Declarant)
hereby certify that the following vote was adopted unanimously at a regularly (or specially) held and
called meeting of the Board of Directors of said corporation on 08/10, 2023, at
(Date and Year)
999 Candia Rd, unit #9 Manchester NH 03109, a quorum being present and voting throughout.
(Address)

Voted: To authorize Christian Augusto to make and file an application for registration with the State of New Hampshire Office of the Attorney General, Consumer Protection and Antitrust Bureau, pursuant to the provisions of RSA 356-B.

Voted: To authorize an Irrevocable Appointment of the State of New Hampshire Office of Attorney General, Consumer Protection and Antitrust Bureau, to receive service of any legal process in any non-criminal proceeding arising under RSA 356-B against the declarant or any of its personal representatives.

I Christian Augusto, also hereby certify that the above vote has not been amended or altered and that it is presently in full force and effect.

Witness my hand and the seal of said corporation on this 10th day of August, 2023.

Christian Augusto / Owner

Name/Title

Subscribed and sworn to before me this 10th day of August, 2023.

(Seal)

ELEANOR BACON
STATE OF NEW HAMPSHIRE
MY COMMISSION EXPIRES 09/2027
NOTARY PUBLIC

Eleanor R Bacon

Justice of the Peace/Notary Public

Form CPLC151
July, 2010
495986

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/11/2023

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

EAMES INSURANCE SERVICES LLC
PO BOX 2170
CONCORD NH 03302

CONTACT NAME: TAYLOR D. EAMES
PHONE (A/C, No, Ext): 603-225-7653 FAX (A/C, No):
E-MAIL ADDRESS: TAYLOR@EAMESINSURANCE.NET

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: CONCORD GENERAL MUTUAL	
INSURER B: TECHNOLOGY INSURANCE (AMTRUST)	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

CITY PRO PLUMBING AND HEATING LLC
DBA: QUEEN CITY PLUMBING AND HEATING
999 CANDIA RD, UNIT 9
MANCHESTER NH 03109

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			20131808	11/29/2022	11/29/2023	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
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			20049226	11/29/2022	11/29/2023	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 $ 10,000			20131808	11/29/2022	11/29/2023	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4199346	11/29/2022	11/29/2023	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COMBINED HEATING/COOLING & PLUMBING

CERTIFICATE HOLDER

NH Department of Administrative Services
Bureau of Purchase and Property
25 Capital St 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

Taylor D Eames

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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 06/20/23

Company Name: City Pro Plumbing and Heating
Address:
999 Candia Road, Unit #9
Manchester, NH 03109

To: Point of Contact: **Andrea Olsson**
Telephone: (603)-271-7272
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: **Plumbing and Pipefitting Services**
Bid Number: **2763 -23**
Bid Posted Date (on or by): **May 25, 2023**
Bid Closing Date and Time: **June 21, 2023 @ 10:00AM (EST)**
Dear Ms. Olsson:

(Insert name of signor) Thiago Souza, on behalf of City Pro Plumbing (insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # **2763 -23** for Plumbing and Pipefitting Services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

This document shall be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

Authorized Signor's Signature _____ **Authorized Signor's Title** Manager

Contractor Initials TS
Date 06/20

REQUEST FOR BID,FOR PLUMBING AND PIPEFITTING SERVICES
FOR
THE STATE OF NEW HAMPSHIRE

PURPOSE:
The purpose of this bid invitation is to establish a contract(s) for providing plumbing and pipefitting services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

INSTRUCTIONS TO VENDOR:
Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, and signed page one of the bid invitation.

BID SUBMITTAL:
All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by **email to NH.Purchasing@DAS.NH.Gov**. All bids shall be clearly marked with bid number, date due and purchasing agent's name.

IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.

BID INQUIRIES:
Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 4:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Andrea Olsson at the following address:
Andrea.L.Olsson@DAS.NH.Gov

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

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

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

ADDENDA:
In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing; Vendors are required to **check the site for any addenda** or other materials that may have been issued affecting the bid. The web site address is:

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https://apps.das.nh.gov/bidscontracts/bids.aspx

TIMELINE:
The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

05/26/2023	Bid Solicitation distributed on or by
06/15/2023	Last day for questions, clarifications, and/or requested changes to bid
06/21/2023	10:00M (EST) Bid Closing
10/01/2023	Implementation of Contract

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

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

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

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

CONTRACT TERM:
The term of the contract shall commence on October 1, 2023 or upon execution by the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of five (5) years.

The contract may be extended for up to an additional two years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor(s) and the State with the approval of the Governor and Executive Council.

CONTRACT AWARD:
It is the intent of the State to award up to three (3) Contracts per county for plumbing and pipefitting services. The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest costs by county. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract(s).

Successful Vendor(s) shall not be allowed to require any other type of order, nor shall the successful Vendor(s) be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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NOTIFICATION AND AWARD OF CONTRACT(S):
Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the Vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

Bid results may also be viewed on our website at https://apps.das.nh.gov/bidscontracts/bids.aspx.

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

LIABILITY:
The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:
Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is *not* acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

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- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

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

VENDOR CERTIFICATIONS:
All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- STATE OF NEW HAMPSHIRE VENDOR APPLICATION: To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: https://DAS.NH.Gov/Purchasing

- NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION: To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: https://sos.nh.gov/corporation-division/

- CONFIDENTIALITY & CRIMINAL RECORD: If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.

- CERTIFICATE OF INSURANCE:
  Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

BID PRICES:
Bid prices shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges **shall be built into your bid price** at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

PRICE ADJUSTMENTS:
Bid prices for materials shall remain firm at cost plus a markup not to exceed 10% for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. A detailed receipt shall be provided by the Vendor(s) to verify their costs. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. The

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labor rates will be valid for the first year of any awarded contract and related Change Orders. On the Contract Anniversary Date (October 1) of each subsequent year, the contractor may submit requested adjustments of hourly rates in accordance with the Northeast Urban Consumer Price Index (CPI) as reported by the United States Bureau of Labor Statistics and in no cases shall exceed a maximum increase of 2.5% for each respective role annually. The hourly rate schedule will remain in effect through contract termination including all extensions.

Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

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

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

ESTIMATED USAGE:
The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

USAGE REPORTING:
The successful Vendor(s) shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter Bureau of Procurement Services, Andrea Olsson and sent electronic to Andrea.I.Olsson@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
    - oPercentage of recycled materials contained within finished products
    - oPercentage of waste recycled throughout the manufacturing process
    - oTypes and volume of packaging used for transport
    - oAny associated material avoided and/or recycled as applicable under contract
    - oA standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

ESTABLISHMENT OF ACCOUNTS:
Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

ELIGIBLE PARTICIPANTS:

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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 under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

PAYMENT:
Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments:** https://www.nh.gov/treasury/state-vendors/index.htm Eligible participants shall negotiate their own payment methods with the successful Vendor.

INVOICING:
Invoices shall be submitted to the corresponding State agency after completion of work.

TERMS OF PAYMENT:
Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

VENDOR RESPONSIBILITY:
The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: *https://apps.das.nh.gov/bidscontracts/bids.aspx*

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://www.das.nh.gov/purchasing/vendorresources.aspx

IF AWARDED A CONTRACT:
The successful Vendor(s) shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

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Section 1.3 Contractor Name
Section 1.4 Contractor Address
Section 1.11 Contractor Signature
Section 1.12 Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

SPECIFICATIONS:
Complete specifications required are detailed in the **SCOPE OF SERVICES** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

SITE VISITATION:
Prior to quoting each scheduled project, the successful Vendor(s) may request a site visit. Although this is not required, it is each Vendor's responsibility to become thoroughly familiar with the site of intended service to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish successful and complete services.

SCOPE OF SERVICES:
Successful Vendor(s) shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The plumbing and pipefitting services shall include, but are not limited to the following:

a. Installation and repair of plumbing fixtures
b. Installation and repair of water supply and distribution piping
c. Installation and repair of water heaters: gas, electric, solar and others
d. Installation and repair of backflow prevention devices
e. Installation and repair of water pumps, tanks, and systems
f. Installation and repair of drainage, waste, and vent piping
g. Installation and repair of sewer and dewatering pump systems
h. Installation and repair process piping and air distribution systems
i. Installation and service of gas equipment
j. Installation and service of gas piping, both natural gas and propane an appliances
k. Clean, trace and inspect drain lines
l. Drain cleaning, jetting, pump station repair and installation
m. Perform work on electrical, electronic, and pneumatic control systems associatedwith plumbing systems. This may include subcontracting with a company that has access to any proprietary systems
n. Install heating and cooling systems such as steam, hot water, forced air and others
o. Perform all work associated with pipefitting systems and materials
p. Seal pipe penetrations including fireproofing as required by code with own forces or approved sub contractor
q. Insulate pipes to meet code either in house or with approved sub contractors
r. Provide rigger services for boilers and heavy plumbing equipment with own forces or with through the use of an approved sub contractor

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s. Other installations, repairs and maintenance work commonly performed by a plumbing and pipefitting contractor

Individual projects are not to exceed $25,000 including all costs associated with any individual project, including supervision, labor, material, equipment, construction equipment, machinery, and supplies, etc.

A Request for Quote (RFQ) and Statement of Work (SOW) shall be issued to each Successful Vendor in the county where work is being requested. The Individual projects shall be awarded to, and project engagement will be with the Contractor with the lowest price, not to exceed quotes based on Contract rates meeting the RFQ/SOW requirements. Emergency electrical repair projects will be based upon the Time and Material/Repair Rates specified in Exhibit C..

For emergency projects requiring immediate attention, the Successful Vendor(s) shall work on a time and materials basis subject to review and approval by the requesting supervisor or manager. Agency will provide a brief summary of the emergency and select the Successful Vendor(s) who can be on site the soonest.

All work performed under the contract shall be scheduled by the requesting supervisor or manager.

Unless the Successful Vendor(s) is directed differently by the requesting project manager or supervisor, all materials, parts, and work shall be in compliance with specifications as detailed in Appendix A.

All materials and supplies shall be invoiced at a markup not to exceed 10% over successful Vendor(s)'s cost. A detailed receipt shall accompany each invoice.

For plumbing and pipefitting services issued on a fixed price basis, the following information is required on all invoices:

Description of the project; Time frame indicated of when work was performed; Copy of original quote submitted to Project Manager; Provide supporting documentation of material costs and or subcontractor costs, not to exceed 10% mark up.

For emergency plumbing and pipefitting repair services awarded on a time and materials basis, the following additional information must be included on all invoices:

Description of the number of work hours performed by each person (including copies of time sheets); Copies of original receipts for all materials purchased, not to exceed 10% mark up, or costs incurred as a result of the scope of work.

Invoices must be submitted to the State by the successful Vendor(s) at the rates listed in Exhibit C. If additional equipment is required beyond the equipment listed in the contract, they must be procured and billed to the project subject to prior approval of the Project Manager. All materials shall be invoiced not to exceed 10% over the Successful Vendor(s)'s cost.

Vendor's typical working hours under the contract will range from 7:00am and 5:00pm Monday through Friday, but occasions may arise which would require work to be performed before or after these hours, on weekend, or holidays. The typical working hours may vary by the type of facility or the operational needs of the State agency where work is being performed and will be established in the RFQ/SOW of each project.

The Vendor shall notify the requesting State agency supervisor or manager of any maintenance related issues that are discovered while performing services.

Permits are required for new and renovation construction based on the provisions of the current NH State Building Code and applicable amendments. For further information:

https://www.nh.gov/safety/divisions/firesafety/building/state-building-permit-system.html

The Vendor shall be responsible for obtaining permits, scheduling inspections, and being on site during inspection. The State agencies shall be invoiced for the permit, at no markup, as part of the services. The permit costs will be itemized on the detailed invoice at the completion of work.

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The Vendor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

The Vendor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Vendor shall utilize lock out/tag out services on plumbing systems in support of their construction or repair services. The person responsible for applying their lock or tag to isolate the system(s) shall have their name, company, and contact number attached to the lock or written on the tag. The Vendor shall coordinate with the State Project Manager before effecting any systems.

The Vendor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: a) all employees of the work and all other persons who may be affected thereby; b) all the work and all materials and equipment to be incorporated therein, whether in storage on or off-site, under the care, custody or control of the Vendor or any of their subcontractor(s); and c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadway structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Vendor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

The Vendor shall erect and maintain as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

The Vendor shall provide and maintain as required, any traffic control measures to ensure safety to employees and the public.

The Vendor shall also be aware of laws and regulations relating to hazardous materials that may be encountered during construction operations. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported and the appropriate action taken to dispose of, remove from the site or otherwise contain the possible contaminants.

If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the project area and the Project Manager notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue work in the area. The Vendor shall fully cooperate with the State and perform any remedial work as directed. Work shall continue in other areas of the project unless otherwise directed.

The Vendor shall provide adequate supervision of their employees to ensure compete and satisfactory performance of all work in accordance with the terms of the contract.

The Vendor shall pre-mark areas of any intended excavation in accordance with NH PUC 806 and notify NH Dig Safe. The Vendor shall comply with all NH Public Utilities 800, Underground Utility Damage Prevention Program rules.

The successful Vendor shall make service available twenty-four hours per day, seven days per week for emergency plumbing repair services. The successful Vendor shall provide one (1) dispatch telephone number or other electronic means of communicating that shall be available 24/7 for emergencies.

The Successful Vendor shall execute the work by methods that minimize raising dust from construction operations. The Successful Vendor shall provide positive means to prevent air borne dust from dispersing into the atmosphere.

The Successful Vendor shall provide methods, means and facilities to minimize noise from demolition and noise produced by construction operations.

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The Successful Vendor shall provide methods, means and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious toxic substances, and pollutants produced by construction operations.

The Successful Vendor shall comply with pollution and environmental control requirements of authorities having jurisdiction.

The Successful Vendor shall employ sufficient number of trained personnel so that all requests for plumbing repair service calls are answered within the required time limitations.

The Successful Vendor shall provide high quality technicians with adequate training to resolve all the inspections or repair issues encountered. All technicians used by the Successful Vendor in contract performance must be licensed plumbers and pipefitters and gas fitters (as appropriate for the work) for the State of New Hampshire.

The Successful Vendor shall respond by phone or other electronic means to all non-emergency plumbing repair service calls within eight (8) hours after a report of occurrence.

The Successful Vendor shall respond by phone or other electronic means to all emergency plumbing repair service calls within fifteen (15) minutes of reported occurrence. The Successful Vendor shall physically respond to the site within four (4) hours of receipt of notification from the State.

The Successful Vendor's equipment shall be the size and type appropriate for completing the various types of plumbing work. The successful Vendor shall ensure that any equipment considered by the Project Manager or supervisor to be improper or inadequate for the purposes is removed from the site and replaced with satisfactory equipment.

The Successful Vendor shall ensure that all materials shall be of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order and completed within the predetermined time frame. All materials shall be new unless otherwise specified and all plumbing and pipefitting services shall be good quality, free from faults and defects.

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

The Successful Vendor shall keep the premises free from accumulation of waste materials or rubbish. At the completion of the project, they shall remove all their waste materials and rubbish from and about the project as well as all their tools, construction equipment, machinery, any surplus materials and shall leave the premises in a clean and satisfactory condition at all times.

The Successful Vendor shall supervise and direct the work using their best skill and attention. The Successful Vendor(s) shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Successful Vendor(s) guarantees to repair, replace, re-execute, or otherwise correct any defect in workmanship, materials, of the like that fails to conform to the requirements of the State or appear during the progress of the work or within one year of final acceptance by the State.

The Successful Vendor(s) shall acquaint themselves with the limits of the property or right-of-way of the State and shall on trespass on other property. The Successful Vendor(s) shall adequately protect the project, adjacent property and the public and shall be responsible for any damage or injury due to the Successful Vendor(s)'s act or neglect and shall save the State harmless in respect thereto.

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All work shall be done in such a manner as not to interfere with the State's operating functions. The Successful Vendor(s) and their employees shall familiarize themselves and comply with all rules and regulations applicable to each project.

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

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

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

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

The Successful Vendor(s) shall have a minimum of three years' experience completing plumbing and pipefitting services as described herein.

Proof of plumbing license(s) shall be made available upon request of the Successful Vendor(s) and their employees.

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

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.

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

The invoice shall be sent to the address of the utilizing agency under this agreement.

Additional Requirements:
Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:00 A.M. and 5:00 P.M. for State business days, 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.

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

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

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

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

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

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

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

If **sub-contractor(s)** are to be utilized, they must be approved in advance by the leadership of the requesting State agency. If subcontractors are to be utilized, they must be approved in advance by an instrument in writing prior to starting work.

WARRANTY REQUIREMENTS:
The successful Vendor shall be required to provide warranties on all equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

OBLIGATIONS AND LIABILITY OF THE VENDOR:
The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

NON-EXCLUSIVE CONTRACT
Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Successful Vendor(s)s to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

Disaster Recovery
Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? **Yes or No**

If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.

OFFER:

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Successful Vendor(s) hereby offer to perform Plumbing and Pipefitting Services to the State of New Hampshire as specified at the scheduled rates quoted in Attachment B, in complete accordance with general and detailed specifications included herewith. These rates are inclusive of all fees and expenses including mileage and travel time. The hourly rate shall start when the Vendors(s) personnel arrive at the work site and when the Vendor(s) personnel leave the work site.

Vendors do not have to bid on all counties to be considered compliant, but if a Vendor chooses to bid on a county all information must be completed for that county.

The bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.

The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.

See Offer Section: Attachment 1

SITE LOCATIONS:
Successful Vendor(s) shall be expected to provide services to all State facilities in the counties awarded in any contract. The following list is an approximate number of locations per county, but locations may be added or removed as needed during the contract term.

- **Coos County:**
  - 23 Locations
- **Grafton County:**
  - 10 Locations
- **Carroll County:**
  - 9 Locations
- **Belknap County:**
  - 7 Locations
- **Sullivan County:**
  - 5 Locations
- **Merrimack County:**
  - 62 Locations
- **Strafford County:**
  - 9 Locations
- **Rockingham County:**
  - 34 Locations
- **Hillsborough County:**
  - 18 Locations
- **Cheshire County:**
  - 6 Locations

Vendors must provide hourly rates for each item listed in the Offer Section by County they choose to bid on. Partial bids will not be considered. Vendors are not required to bid on all Counties to be considered for award.

ATTACHMENTS:
The following attachments are an integral part of this bid invitation:
Attachment A: Sample P-37 Form
Attachment 1: Offer Section
Attachment 2: Appendix A

VENDOR CONTACT INFORMATION:

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Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

Thiago Souza	603-235-6619	603-622-3184
Contact Person	Local Telephone Number	Toll Free Telephone Number

tsouza@qcplumbing.com	www.qcplumbing.com
E-mail Address	Company Website

City Pro Plumbing and Heating DBA: Queen City Plumbing and Heating	999 Candia Road, unit #7 Manchester, NH 03109
Vendor Company Name	Vendor Address

The Bid Opening is open to the public online at the following:

Microsoft Teams meeting

Join on your computer, mobile app or room device
Click here to join the meeting
Meeting ID: 241 106 016 13
Passcode: 5Y2sAp
Download Teams | Join on the web
Join with a video conferencing device
nhgov@m.webex.com
Video Conference ID: 117 965 629 5
Alternate VTC instructions
Or call in (audio only)
+1 603-931-4944,,958432217# United States, Concord
Phone Conference ID: 958 432 217#
Find a local number | Reset PIN
Learn More | Meeting options

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ATTACHMENT A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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2. 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 B 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, 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 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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.

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7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved

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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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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26. 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 with respect to the subject matter hereof.

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SECTION A: HILLSBOROUGH COUNTY- PLUMBING AND PIPEFITTING SERVICES (18 Locations)												
Description	Monday thru Friday 7AM to 5 PM			Monday thru Friday 5:01 PM to 6:59 AM			Saturday			Sunday & Holiday Work		
	Annual Estimated Hours	Rate	Total	Annual Estimated Hours	Rate	Total	Annual Estimated Hours	Rate	Total	Annual Estimated Hours	Rate	Total
Master Plumber	180	90.00	$ -	50	135.00	$ -	30	135.00	$ -	20	135.00	$ -
Journeyman Plumber	75	90.00	$ -	30	135.00	$ -	20	135.00	$ -	10	135.00	$ -
Apprentice Plumber	90	75.00	$ -	20	112.50	$ -	30	112.50	$ -	20	112.50	$ -
	TOTAL		$0.00	TOTAL		$ -	TOTAL		$ -	TOTAL		$ -
										Section A Total		$0.00

SECTION A: ROCKINGHAM COUNTY- PLUMBING AND PIPEFITTING SERVICES (34 Locations)												
Description	Monday thru Friday 7 AM to 5 PM			Monday thru Friday 5:01 PM to 6:59 AM			Saturday			Sunday & Holiday Work		
	Annual Estimated Hours	Rate	Total	Annual Estimated Hours	Rate	Total	Annual Estimated Hours	Rate	Total	Annual Estimated Hours	Rate	Total
Master Plumber	300	90.00	$ -	100	135.00	$ -	25	135.00	$ -	15	135.00	$ -
Journeyman Plumber	125	90.00	$ -	30	135.00	$ -	20	135.00	$ -	20	135.00	$ -
Apprentice Plumber	165	75.00	$ -	40	112.50	$ -	20	112.50	$ -	20	112.50	$ -
	TOTAL		$0.00	TOTAL		$ -	TOTAL		$ -	TOTAL		$ -
										Section A Total		$0.00

SECTION A: MERRIMACK COUNTY- PLUMBING AND PIPEFITTING SERVICES (62 Locations)												
Description	Monday thru Friday 7 AM to 5 PM			Monday thru Friday 5:01 PM to 6:59 AM			Saturday			Sunday & Holiday Work		
	Annual Estimated Hours	Rate	Total	Annual Estimated Hours	Rate	Total	Annual Estimated Hours	Rate	Total	Annual Estimated Hours	Rate	Total
Master Plumber	1460	90.00	$ -	350	135.00	$ -	112	135.00	$ -	55	135.00	$ -
Journeyman Plumber	750	90.00	$ -	30	135.00	$ -	20	135.00	$ -	15	135.00	$ -
Apprentice Plumber	1100	75.00	$ -	250	112.50	$ -	75	112.50	$ -	55	112.50	$ -
	TOTAL		$0.00	TOTAL		$ -	TOTAL		$ -	TOTAL		$ -
										Section A Total		$0.00