

MLC



# State of New Hampshire

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

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

November 8, 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 Thayer Limited Liability Company (VC#444278), Auburn, ME, in an amount up to and not to exceed \$1,489,720 for boiler preventative maintenance and repair with an option to extend for up to an additional two 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 (BoPP), issued request for bid (RFB) 2794-24 on July 26, 2023, with responses due on August 17, 2023. This bid reached 19 vendors through the NIGP registry with an additional 33 directly sourced. There were three compliant responses received with the lowest cost from Thayer Limited Liability Company. The incumbent, AAA Energy Service Co. was not able to exercise a contract (Contract #8002622) extension due to the significant increase in materials and labor costs over the last few years.

This requested contract, upon approval, increases the total quantity of equipment from 164 to 216 for new State locations that were not on the expiring contract (Contract #8002622). The requested price limitation also includes an allowance of \$297,944 (25%) to add new locations, new equipment, and unplanned purchases or repairs under the contractor's balance of product line. 61% of the price increase, or \$724,132.05 of \$1,489,720.00, is attributed to adding new locations and equipment, as well as market volatility. Material costs associated with boiler repair continue to trend upwards of 20-25%. Additionally, the BoPP has considered information from the US Bureau of Labor and Statistics, which reflects nearly a 6% increase in private sector wages in 2022 per the following chart which can be found at <https://www.bls.gov/eci/home.htm>. It is important to note that this requested contract represents a cost avoidance of \$337,100 and \$709,024 respectively when compared to the incumbent AAA Energy Services Co. and Grafton Mechanical Services, LLC responses.

Contract financials	
Estimated annual spend	\$238,355.20
Estimated 5-year term spend	\$1,191,776.00
Add allowance for balance of product line (25%)	\$297,944.00
Requested price limitation	\$1,489,720.00

The proposed contract with Thayer Limited Liability Company includes a provision whereby price decreases take effect as they become available to the general trade which will be closely monitored by the BoPP. Upon approval the BoPP will assess market condition quarterly with the intent to terminate and rebid to capitalize on significant cost reductions as the market trends normalize.

Based on the foregoing, I am respectfully recommending approval of the contract with Thayer Limited Liability Company.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

<b>Bid Description</b>	Boiler Preventative Maintenance and Repair	<b>Agency</b>	Statewide
<b>RFB#</b>	2794-24	<b>Requisition#</b>	N/A
<b>Agent Name</b>	Jonah Rosa	<b>Bid Closing</b>	8/17/2023 @ 10:00 AM

Approximate Quantity of Equipment	UOM	County	AAA Energy Service Co.					Thayer Limited Liability Company					Grafton Mechanical Services, LLC				
			Annual Rate														
			Year 1 (Oct. 2023 - Sept. 2024)	Year 2 (Oct. 2024 - Sept. 2025)	Year 3 (Oct. 2025 - Sept. 2026)	Year 4 (Oct. 2026 - Sept. 2027)	Year 5 (Oct. 2027 - Sept. 2028)	Year 1 (Oct. 2023 - Sept. 2024)	Year 2 (Oct. 2024 - Sept. 2025)	Year 3 (Oct. 2025 - Sept. 2026)	Year 4 (Oct. 2026 - Sept. 2027)	Year 5 (Oct. 2027 - Sept. 2028)	Year 1 (Oct. 2023 - Sept. 2024)	Year 2 (Oct. 2024 - Sept. 2025)	Year 3 (Oct. 2025 - Sept. 2026)	Year 4 (Oct. 2026 - Sept. 2027)	Year 5 (Oct. 2027 - Sept. 2028)
6	EA	Belknap	\$7,932.00	\$7,932.00	\$8,328.00	\$8,328.00	\$8,493.00	\$5,400.00	\$5,400.00	\$5,679.00	\$6,109.00	\$6,279.00	\$10,200.00	\$10,200.00	\$10,800.00	\$10,800.00	\$10,800.00
13	EA	Carroll	no bid	\$14,900.00	\$14,900.00	\$15,348.00	\$15,807.00	\$16,281.00	\$22,100.00	\$22,100.00	\$23,400.00	\$23,400.00	\$23,400.00				
4	EA	Cheshire	no bid	\$3,800.00	\$3,800.00	\$3,914.00	\$4,032.00	\$4,152.00	\$6,800.00	\$6,800.00	\$7,200.00	\$7,200.00	\$7,200.00				
3	EA	Coos	no bid	\$3,600.00	\$3,600.00	\$3,708.00	\$3,819.00	\$3,933.00	\$5,100.00	\$5,100.00	\$5,400.00	\$5,400.00	\$5,400.00				
22	EA	Grafton	no bid	\$22,920.00	\$22,920.00	\$23,607.00	\$24,315.00	\$25,046.00	\$37,400.00	\$37,400.00	\$39,600.00	\$39,600.00	\$39,600.00				
12	EA	Hillsborough	\$19,068.00	\$19,086.00	\$20,020.00	\$20,020.00	\$20,420.00	\$13,384.00	\$13,384.00	\$13,786.00	\$14,201.00	\$14,625.00	\$20,400.00	\$20,400.00	\$21,600.00	\$21,600.00	\$21,600.00
111	EA	Merrimack	\$203,130.00	\$203,130.00	\$213,306.00	\$213,306.00	\$217,565.00	\$120,275.00	\$120,275.00	\$123,887.00	\$127,559.00	\$131,422.00	\$188,700.00	\$188,700.00	\$199,800.00	\$199,800.00	\$199,800.00
37	EA	Rockingham	\$57,720.00	\$57,720.00	\$60,606.00	\$60,606.00	\$61,825.00	\$38,304.00	\$38,304.00	\$39,446.00	\$40,636.00	\$41,853.00	\$62,900.00	\$62,900.00	\$66,600.00	\$66,600.00	\$66,600.00
5	EA	Strafford	\$7,800.00	\$7,800.00	\$8,190.00	\$8,190.00	\$8,355.00	\$4,500.00	\$4,500.00	\$4,635.00	\$4,775.00	\$4,916.00	\$8,500.00	\$8,500.00	\$9,000.00	\$9,000.00	\$9,000.00
3	EA	Sullivan	no bid	\$2,670.00	\$2,670.00	\$2,750.00	\$2,832.00	\$2,918.00	\$5,100.00	\$5,100.00	\$5,400.00	\$5,400.00	\$5,400.00				
<b>Sub Total:</b>			<b>\$295,650.00</b>	<b>\$295,668.00</b>	<b>\$310,450.00</b>	<b>\$310,450.00</b>	<b>\$316,658.00</b>	<b>\$229,753.00</b>	<b>\$229,753.00</b>	<b>\$236,760.00</b>	<b>\$244,085.00</b>	<b>\$251,425.00</b>	<b>\$367,200.00</b>	<b>\$367,200.00</b>	<b>\$388,800.00</b>	<b>\$388,800.00</b>	<b>\$388,800.00</b>
<b>Term Total (5 years):</b>			<b>\$1,528,876.00</b>					<b>\$1,191,776.00</b>					<b>\$1,900,800.00</b>				

<b>Estimated annual spend</b>	\$238,355.20
<b>New Locations average annual spend</b>	\$ 49,648.40
<b>Estimated term spend</b>	\$1,191,776.00
<b>Add allowance for balance of product line</b>	\$297,944.00
<b>Recommended price limitation</b>	\$1,489,720.00

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	5 years w/option to extend for additional 2 years
Price Limitation	\$1,489,720.00
Number of Solicitations Received	3
Number of Sourced bidders	33
Number of NIGP Vendors Sourced	19
Number of non-responsive bidders	49
P-37 Checklist Complete	Yes
D&B Report Attached	No
Method of Payment (P-card/ACH)	P-card and ACH
FOB Delivered	Yes

**Special** This requested contract, upon approval, increases the total quantity of equipment from 164 to 216 for new State locations that were not on the expiring contract (Contract #8002622). The requested price limitation also includes an allowance of \$297,944 (25%) to add new locations, new equipment, and unplanned purchases or repairs under the contractor's balance of product line.

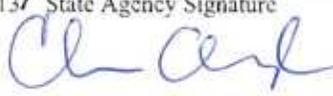
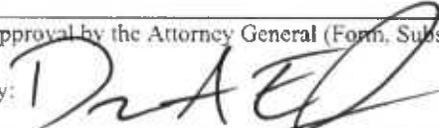
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Thayer Limited Liability Company		1.4 Contractor Address 1400 Hotel Road, Suite F Auburn, ME 04210	
1.5 Contractor Phone Number (207) 576-4074 or 1-800-649-4197	1.6 Account Unit and Class Various	1.7 Completion Date 9/30/2028	1.8 Price Limitation \$1,489,720.00
1.9 Contracting Officer for State Agency Jonah Rosa		1.10 State Agency Telephone Number (603) 271-2550	
1.11 Contractor Signature  Date: 10/3/23		1.12 Name and Title of Contractor Signatory Robert MARTIN GM	
1.13 State Agency Signature  Date: 10/17/23		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: 10/17/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

**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.

**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 RM  
Date 10-2-23

**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 DM  
Date 10-3-23

**EXHIBIT A - SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials RM  
Date 10-3-23

## EXHIBIT B - SCOPE OF SERVICES

### 1. INTRODUCTION

Thayer Limited Liability Company (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Boiler Preventative Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid 2794-24 and as described herein.

### 2. CONTRACT DOCUMENTS

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

- 2.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- 2.2. EXHIBIT A Special Provisions
- 2.3. EXHIBIT B Scope of Services
- 2.4. EXHIBIT C Method of Payment
- 2.5. EXHIBIT D RFB 2794-24
- 2.6. 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 2794-24," and (5) EXHIBIT E "Contractor's Bid Response."

### 3. TERM OF CONTRACT

The term of the contract shall commence on October 1, 2023, or upon approval of the Governor and Executive Council, whichever is later, through September 30, 2028, a period of approximately 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.

The maximum term of the Contract (including all extensions) shall not exceed seven (7) years.

### 4. SCOPE OF WORK

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

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

Contractor shall create a schedule for all preventative maintenance and send electronically to the corresponding onsite State representative.

The Contractor shall perform maintenance as specified for each maintenance period and each unit. The Contractor shall ensure the readiness of the boilers prior to any required State of New Hampshire

Dept. of Labor Pressure Vessel inspection. Any issue shall be presented to The State of New Hampshire 90 days prior to the inspection date.

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

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

The Contractor shall examine each boiler and report to the State representative equipment owner the condition of each item and any recommended immediate repairs.

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

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

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

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

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

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

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

**Annually:**

- Replace all parts affected by normal wear and tear, Replace igniters, flame rods and gaskets. DO NOT reuse old gaskets.
- Inspect the fireside of heat exchangers
- Remove the burner and thoroughly wash and clean the mesh.

- Adjust combustion using a calibrated analyzer and a water tube manometer check for proper draft readings. (NOTE) 29 Hazen Boilers 1, 2, 3 require written reports of Sulphur Dioxide (SO) Nitrogen Oxides (NOx) Carbon Monoxide (CO) emissions for Air Permit SP-300 Compliance.

**Annual Service, Asset Class: Hot Water Condensing Boiler- Semi Annual Service:**

**Fuel Type: Natural Gas or LPG**

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

**Annual Service, Asset Class Hot water Boiler- Annual Service:**

**Fuel Type: Natural Gas or LPG**

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

**Annual & Semi-Annual Service, Asset Class: Steam Heating (Fire tube)**

**Fuel Type: Natural Gas or LPG**

Perform all Shutdown, Inspection & Maintenance, Start-up procedures according to Mfg. Spec. Cleaver Brooks Model CB, & CB-LE (Operation, Service & Repair Manual)

Copies of this manual are located in the 29 Hazen Lab Renovation Boiler Room and office B-38

Applicable Chapters:

Chapter 3 Waterside Care & Requirements

Chapter 4 Sequence of Operations

Chapter 5 Start-up

Chapter 6 Adjustment Procedures

Chapter 8 Inspection & Maintenance

(NOTE) 29 Hazen Drive boiler is equipped with an ICS HAWK Boiler Management Control System; refer to ICS HAWK Installation, Operating and Servicing Manual No. 750-229 for specific information regarding Procedures described in section A.

A copy of this manual can be found at 29 Hazen Dr. Room B-29 & in Maintenance office lab.

**Annual Service, Asset Class: Heating Sys (Hot water/ Forced Air)**

**Fuel Type: Fuel Oil**

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

**Annual Service, Asset Class: Direct Vent Heating Sys (Modine Furnace)**

(NOTE) Refer to the Modine Operating instructions 76-500P Dated October, 2017 for any Service or Troubleshooting questions.

**General Maintenance:**

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

**Gas Supply:**

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

**Gas Controls:**

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

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

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

**Gas Burner:**

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

#### **Air Movers:**

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

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

#### **Condensate Removal:**

Gas-fired condensing units, check the following items:

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

#### **Vent System:**

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

### **5. EMERGENCY REPAIRS**

Emergency repairs are defined as urgent, have impacted the safety of personnel, or impacted the operational capability of the State and are needed within 24 – 48 hours of notification to the Contractor. The Contractor shall provide repair rates at the hourly rates listed in "Attachment 2: Offer Sheet" for any State facility. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.

Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained and certified technicians so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. Contractor shall provide a not to exceed estimate before starting any work. If overtime is necessary and is determined to be caused by the Contractor, the State may at their discretion deduct a portion the additional time.

#### **6. OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY)**

The Contractor shall provide repair rates at the hourly rates listed in "Attachment 2: Offer Sheet" for any State facility for other repairs that are not a part of preventative maintenance and are not emergency repairs. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.

Requests to repair and/or replace parts shall be approved in advance by the State representative. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

The Contractor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

#### **7. Additional Requirements**

Unless otherwise stated in the Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. 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. No premium charges shall be paid for any off-hour work.

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

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

necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

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

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

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

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

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

If sub-contractors are to be utilized, please include 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.

#### **8. WARRANTY REQUIREMENTS**

The Contractor shall be required to provide warranties on all service provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date work is performed. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

#### **9. 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 #2794-24, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this 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://das.nh.gov/purchasing/vendorregistration/{S\(a0fzcv55ahaeqs45jova5i45\)}/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/{S(a0fzcv55ahaeqs45jova5i45)}/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.

**10. 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.

**11. 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.

**12. USAGE REPORTING**

The Contractor 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 to Jonah Rosa at the Bureau of Procurement Services and sent electronic to [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@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.
- In Excel format

**13. 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 Contractor 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 Contract, as if an account already exists for the agency.

**14. AUDITS AND ACCOUNTING**

The Contractor 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 Contract.

At intervals during the contract term, and prior to the termination of the contract, the Contractor 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.

**15. 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 Contractor.

## EXHIBIT C - METHOD OF PAYMENT

### 1. CONTRACT PRICE

The Contractor hereby agrees to provide boiler preventative maintenance and repair 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 \$1,489,720.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

### 2. PRICING STRUCTURE

See Appendix A.

### 3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

### 4. INVOICE

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

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

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

Requests to repair and/or replace parts shall be approved in advance by the State representative. Materials shall be invoiced not to exceed 10% above Contractor's cost.

### 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>.

**EXHIBIT D - BID 2794-24**

RFB #2794-24 is incorporated here within.

Contractor Initials Rm  
Date 10-3-23

**EXHIBIT E - CONTRACTOR'S BID RESPONSE**

Contractor's bid is incorporated here within.

Contractor Initials RM  
Date 10-3-23

Appendix A

Contract 8003311

It is understood that annual rate is for two Preventative Maintenance services per year (includes labor and material costs). Should an agency choose to only receive one semi-annual service it is understood that the cost will be half of the annual rate.

County	Estimated Qty	Manufacturer	Model #	Annual Rate				
				Year 1 (Oct. 2023 - Sept. 2024)	Year 2 (Oct. 2024 - Sept. 2025)	Year 3 (Oct. 2025 - Sept. 2026)	Year 4 (Oct. 2026 - Sept. 2027)	Year 5 (Oct. 2027 - Sept. 2028)
Belknap	1	Bryant Furnace	KP098348	\$900.00	\$900.00	\$954.00	\$1,101.00	\$1,061.00
	2	HB Smith	BB14A-S/W-6	\$1,800.00	\$1,800.00	\$1,890.00	\$2,003.00	\$2,063.00
	3	HTP-Munchkin	399MLP R2	\$2,700.00	\$2,700.00	\$2,835.00	\$3,005.00	\$3,155.00
Carroll	6	HB Smith	28 Series	\$2,550.00	\$2,550.00	\$2,627.00	\$2,705.00	\$2,786.00
	4	Viessmann	VITOROND 200	\$9,200.00	\$9,200.00	\$9,476.00	\$9,760.00	\$10,053.00
	1	Peerless	4CWB	\$1,050.00	\$1,050.00	\$1,082.00	\$1,114.00	\$1,147.00
Cheshire	2	Weil McClain	WFGO Series	\$2,100.00	\$2,100.00	\$2,163.00	\$2,228.00	\$2,295.00
	2	Weil McClain	578	\$1,900.00	\$1,900.00	\$1,957.00	\$2,016.00	\$2,076.00
	2	Weil McClain	Ultra 299	\$1,900.00	\$1,900.00	\$1,957.00	\$2,016.00	\$2,076.00
Coos	1	Burnham	PV908Soc	\$1,200.00	\$1,200.00	\$1,236.00	\$1,273.00	\$1,311.00
	1	System 2000 Boiler	AFG	\$1,200.00	\$1,200.00	\$1,236.00	\$1,273.00	\$1,311.00
	1	Viessman	Vitorond 200 VR2-40	\$1,200.00	\$1,200.00	\$1,236.00	\$1,273.00	\$1,311.00
Grafton	1	Peerless	WBV-03-110-WPCT	\$1,020.00	\$1,020.00	\$1,050.00	\$1,082.00	\$1,115.00
	1	Burnham	V-910	\$1,020.00	\$1,020.00	\$1,050.00	\$1,082.00	\$1,115.00
	3	HB Smith	19 series	\$3,060.00	\$3,060.00	\$3,152.00	\$3,246.00	\$3,344.00
	16	Lochinvar	KBN 399	\$16,800.00	\$16,800.00	\$17,304.00	\$17,823.00	\$18,358.00
	1	Pure Pro Trio	P4D	\$1,020.00	\$1,020.00	\$1,051.00	\$1,082.00	\$1,114.00
Hillsborough	2	Aerco Boiler	Benchmark 1.5	\$2,064.00	\$2,064.00	\$2,126.00	\$2,190.00	\$2,256.00
	1	Bryan Boiler (Steam)	RV550S15FD6	\$1,032.00	\$1,032.00	\$1,063.00	\$1,095.00	\$1,128.00
	2	HTP	MODCON 850	\$2,064.00	\$2,064.00	\$2,126.00	\$2,190.00	\$2,255.00
	2	Lochinvar	KBN 700	\$2,064.00	\$2,064.00	\$2,126.00	\$2,190.00	\$2,255.00
	2	Lochinvar	SBN-1000	\$2,064.00	\$2,064.00	\$2,126.00	\$2,190.00	\$2,255.00
	1	Thermik	N-2000-2	\$2,032.00	\$2,032.00	\$2,093.00	\$2,156.00	\$2,220.00
	1	Weil McClain	688 series	\$1,032.00	\$1,032.00	\$1,063.00	\$1,095.00	\$1,128.00
	1	Weil McClain	88-488	\$1,032.00	\$1,032.00	\$1,063.00	\$1,095.00	\$1,128.00
	1	ULTRA	310	\$875.00	\$875.00	\$901.00	\$928.00	\$956.00
	1	ATH	KN-10 WW	\$875.00	\$875.00	\$901.00	\$928.00	\$956.00
	1	ATH Hydrotherm 2012	KN-6	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
	1	ATH Hydrotherm 2013	KN-2	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
	1	Boderus	G315 Boiler	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
	4	Bryan	RV550S15FD6	\$3,500.00	\$3,500.00	\$3,605.00	\$3,713.00	\$3,825.00
	4	Bryan	AB300-S-150/15 FDG-RC	\$3,500.00	\$3,500.00	\$3,605.00	\$3,713.00	\$3,825.00

Contractor Initials *PM*

Date 10-3-23

Contract 8003311

3	Bryan	EB-240-S-150/15-FDG	\$2,625.00	\$2,625.00	\$2,704.00	\$2,785.00	\$2,868.00
2	Burnham Commercial	V911A	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
2	Burnham Commercial	V11	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
1	Burnham Commercial	SCG4NI-TS	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
1	Burnham Commercial	ALP500C Alpine-C-	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
1	Cleaver Brooks	CB 500-200	\$5,100.00	\$5,100.00	\$5,253.00	\$5,411.00	\$5,573.00
1	Cleaver Brooks	CB 558-200	\$5,100.00	\$5,100.00	\$5,253.00	\$5,411.00	\$5,573.00
1	Cleaver Brooks	CBLE-200-200 150SI	\$5,100.00	\$5,100.00	\$5,253.00	\$5,411.00	\$5,573.00
2	Cleaver Brooks	CFG-700-1500	\$9,600.00	\$9,600.00	\$9,888.00	\$10,185.00	\$10,490.00
5	Fulton-Lunnox	PHW-1000K	\$4,375.00	\$4,375.00	\$4,506.00	\$4,641.00	\$4,781.00
1	HB SMITH	28A-S/W4	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
3	HB Smith	{#1&2} 28A-7; {#3} 28A-10	\$2,625.00	\$2,625.00	\$2,704.00	\$2,785.00	\$2,868.00
2	HTP	EFT-399PU	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
1	LAARS MAGNATHERM	MGH2000XIGX?	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
2	LARKS	NTH1000N JX1	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
4	Lochinvar	2-701 SERIES KNIGHT XL	\$3,500.00	\$3,500.00	\$3,605.00	\$3,713.00	\$3,825.00
3	Lochinvar	FBN1001	\$2,625.00	\$2,625.00	\$2,704.00	\$2,785.00	\$2,868.00
8	Lochinvar	KBN 500	\$7,000.00	\$7,000.00	\$7,210.00	\$7,426.00	\$7,649.00
2	Lochinvar	KBN 601	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
2	Lochinvar	KBN 800	\$4,375.00	\$4,375.00	\$4,506.00	\$4,641.00	\$4,781.00
5	Lochinvar	KBN 801	\$4,375.00	\$4,375.00	\$4,506.00	\$4,641.00	\$4,781.00
5	Lochinvar	KBN501	\$4,375.00	\$4,375.00	\$4,506.00	\$4,641.00	\$4,781.00
2	Lochinvar	Knight KBN 210	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
2	Lochinvar	Lochinvar # 1 SBN1300	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
5	Lochinvar	SYNC SBN1300	\$4,375.00	\$4,375.00	\$4,506.00	\$4,641.00	\$4,781.00
2	Lochinvar	SBN-1000	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
3	Lochinvar	SNA285-125	\$2,625.00	\$2,625.00	\$2,704.00	\$2,785.00	\$2,867.00
2	Lochinvar SYNC	SYNC SBN1500	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
1	RECO	R14-342-FG0	\$875.00	\$875.00	\$901.00	\$928.00	\$956.00
2	Patterson Kelly	C-2500	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
2	Patterson Kelly	C-2000-H	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
1	Rheem	RGRK-12ERAJS	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
2	Rheem	RGRM-06FMAES	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
3	Smith	Series 8 S/W-4	\$2,625.00	\$2,625.00	\$2,704.00	\$2,785.00	\$2,868.00
1	Thermak Solutions	EVS0750BN2-UAF	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
1	Ultimate	PFO-4	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
1	Viessmann	WB-18-26	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
1	Weil McClain	6-A	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00

Merrimack

Contractor Initials RM

Date 10-3-23

Appendix A

Contract 8003311

	2	Weil Mclain	WCR-Go-10	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
	2	Weil Mclain	WJR30A-10	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
	1	Weil Mclain	WJR30A-12	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
	1	Weil Mclain	WGO-3	\$875.00	\$875.00	\$901.00	\$925.00	\$956.00
	2	Weil-McLain	model 88	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,912.00
	2	Weil-McLain	680 Series 1	\$1,750.00	\$1,750.00	\$1,803.00	\$1,857.00	\$1,913.00
Rockingham	1	Burnham	V908A	\$1,008.00	\$1,008.00	\$1,038.00	\$1,069.00	\$1,101.00
	2	Buderus	GB 142/45	\$2,016.00	\$2,016.00	\$2,076.00	\$2,139.00	\$2,203.00
	1	Buderus	GB 142/60	\$1,008.00	\$1,008.00	\$1,038.00	\$1,069.00	\$1,101.00
	2	Buderus	GB 142/24	\$2,016.00	\$2,016.00	\$2,076.00	\$2,139.00	\$2,203.00
	1	HTP	EFT-399	\$1,008.00	\$1,008.00	\$1,038.00	\$1,069.00	\$1,101.00
	2	HTP	UFT - 199W	\$2,016.00	\$2,016.00	\$2,076.00	\$2,139.00	\$2,203.00
	2	Laars	NTM285NDCN3	\$2,016.00	\$2,016.00	\$2,076.00	\$2,139.00	\$2,203.00
	1	Lennox	LG14-225/275B40-28	\$1,008.00	\$1,008.00	\$1,038.00	\$1,069.00	\$1,101.00
	4	Lochinvar	KBN 400	\$4,032.00	\$4,032.00	\$4,153.00	\$4,278.00	\$4,406.00
	2	Lochinvar	KBN285	\$2,016.00	\$2,016.00	\$2,076.00	\$2,139.00	\$2,203.00
	6	Lochinvar	KBN601	\$6,048.00	\$6,048.00	\$6,229.00	\$6,416.00	\$6,609.00
	2	Lochinvar	PB4000	\$2,016.00	\$2,016.00	\$2,076.00	\$2,139.00	\$2,203.00
	2	Lochinvar	WHN 285	\$2,016.00	\$2,016.00	\$2,076.00	\$2,139.00	\$2,203.00
	2	Peerless	LC-07-W/S	\$2,016.00	\$2,016.00	\$2,076.00	\$2,139.00	\$2,203.00
	2	Thermo Pride	LG14-225/275B40-28	\$2,016.00	\$2,016.00	\$2,076.00	\$2,139.00	\$2,203.00
	1	Viessmann	8EM-63 VB2-63	\$2,016.00	\$2,016.00	\$2,076.00	\$2,139.00	\$2,203.00
	1	Weil Mclain	BGL 588-W5	\$1,008.00	\$1,008.00	\$1,038.00	\$1,069.00	\$1,101.00
	1	Weil Mclain	Ultra 230	\$1,008.00	\$1,008.00	\$1,038.00	\$1,069.00	\$1,101.00
	1	Weil Mclain	WGO-5	\$1,008.00	\$1,008.00	\$1,038.00	\$1,069.00	\$1,101.00
	1	Weil Mclain	WGO-5	\$1,008.00	\$1,008.00	\$1,038.00	\$1,069.00	\$1,101.00
Strafford	2	Laars	11110625M	\$1,800.00	\$1,800.00	\$1,854.00	\$1,910.00	\$1,967.00
	1	Lennox	OF23QS 175/210-4A	\$900.00	\$900.00	\$927.00	\$955.00	\$983.00
	1	Metromatic	LB-200	\$900.00	\$900.00	\$927.00	\$955.00	\$983.00
	1	Weil Mclain	BG876WN	\$900.00	\$900.00	\$927.00	\$955.00	\$983.00
Sullivan	1	Buderus	G515/9	\$890.00	\$890.00	\$917.00	\$944.00	\$973.00
	2	Olsen	HTL120D2	\$1,780.00	\$1,780.00	\$1,833.00	\$1,888.00	\$1,945.00

Labor Rates per hour / per person by County

	Belknap			Carroll			Cheshire		
	Year 1 & 2	Year 3 & 4	Year 5	Year 1 & 2	Year 3 & 4	Year 5	Year 1 & 2	Year 3 & 4	Year 5
Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	\$ 108.00	\$ 117.00	\$ 120.00	\$ 108.00	\$ 117.00	\$ 120.00	\$ 108.00	\$ 117.00	\$ 120.00

Contractor Initials PM

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After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	\$ 125.00	\$ 134.00	\$ 140.00	\$ 125.00	\$ 134.00	\$ 140.00	\$ 125.00	\$ 134.00	\$ 140.00
Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00
Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00

\*Holidays shall be based on State designated holidays

Labor Rates per hour / per person by County

	Hillsborough			Merrimack			Rockingham		
	Year 1 & 2	Year 3 & 4	Year 5	Year 1 & 2	Year 3 & 4	Year 5	Year 1 & 2	Year 3 & 4	Year 5
Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	\$ 108.00	\$ 117.00	\$ 120.00	\$ 108.00	\$ 117.00	\$ 120.00	\$ 108.00	\$ 117.00	\$ 120.00
After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	\$ 125.00	\$ 134.00	\$ 140.00	\$ 125.00	\$ 134.00	\$ 140.00	\$ 125.00	\$ 134.00	\$ 140.00
Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00
Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00

\*Holidays shall be based on State designated holidays

Labor Rates per hour / per person by County

	Coos			Grafton		
	Year 1 & 2	Year 3 & 4	Year 5	Year 1 & 2	Year 3 & 4	Year 5
Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	\$ 108.00	\$ 117.00	\$ 120.00	\$ 108.00	\$ 117.00	\$ 120.00
After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	\$ 125.00	\$ 134.00	\$ 140.00	\$ 125.00	\$ 134.00	\$ 140.00
Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00
Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00

\*Holidays shall be based on State designated holidays

Labor Rates per hour / per person by County

	Strafford			Sullivan		
	Year 1 & 2	Year 3 & 4	Year 5	Year 1 & 2	Year 3 & 4	Year 5
Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	\$ 108.00	\$ 117.00	\$ 120.00	\$ 108.00	\$ 117.00	\$ 120.00
After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	\$ 125.00	\$ 134.00	\$ 140.00	\$ 134.00	\$ 134.00	\$ 140.00
Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00
Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00	\$ 162.00

\*Holidays shall be based on State designated holidays

Contractor Initials RM

Date 10-3-23

**State of New Hampshire**  
**Department of State**

**CERTIFICATE OF CONVERSION**  
**OF**  
**THAYER CORPORATION**

The Secretary of State of the State of New Hampshire hereby certifies that a Conversion of THAYER CORPORATION, a(n) Maine Profit Corporation to THAYER LIMITED LIABILITY COMPANY, a(n) Maine Limited Liability Company has been received in this office to be effective September 29, 2023.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Conversion of THAYER CORPORATION to THAYER LIMITED LIABILITY COMPANY, and attaches hereto a copy of said Conversion.

Business ID: 805476



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**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 THAYER LIMITED LIABILITY COMPANY is a Maine Limited Liability Company registered to transact business in New Hampshire on October 15, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 805476

Certificate Number : 0006328065



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Jamie Mitchell CFO, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
Thayer Limited Liability Company, A New Hampshire Limited Liability Corporation in  
accordance with New Hampshire revised Limited Liability Corporation act RSA 3040C1.

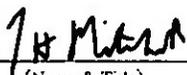
A meeting of the Board of Directors/shareholders, duly called and held on January 30<sup>th</sup>, 2023,  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Robert Martin GM of Thayer Limited Liability Company is  
duly authorized to enter into contracts or agreements on behalf of

Thayer Limited Liability Company with the State of New Hampshire and any of  
its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to affect the purpose of  
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: 10.03.2023

ATTEST: 

(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

10/1/2024

DATE (MM/DD/YYYY)

9/29/2023

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> The Continental Insurance Company		35289
<b>INSURER B:</b> National Fire Insurance Co of Hartford		20478
<b>INSURER C:</b> Valley Forge Insurance Company		20508
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 1483176 THAYER LIMITED LIABILITY COMPANY,  
 A BCTS COMPANY  
 1400 HOTEL RD  
 AUBURN ME 04210

**COVERAGES**      **CERTIFICATE NUMBER:** 19931833      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	6081722589	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	6081722558	10/1/2023	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	6081722575	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6081722561 (AOS)	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  19931833 DEPARTMENT OF ADMINISTRATIVE SERVICES BUREAU OF PURCHASING AND PROPERTY 25 CAPITOL STREET, RM 102 CONCORD NH 03301	<b>CANCELLATION</b>  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 
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STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER

Date: 08/10/2023

Company Name: Thayer LLC  
Address: \_\_\_\_\_  
1400 Hotel Road Suite F  
\_\_\_\_\_  
Auburn, ME 04210

To: Point of Contact: Jonah Rosa  
Telephone: (603)-271-2550  
Email: NH.Purchasing@dos.nh.gov

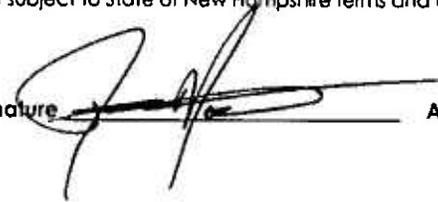
RE: Bid Invitation Name: Boiler Preventative Maintenance and Repair  
Bid Number: 2794-24  
Bid Posted Date (on or by): 7/26/2023  
Bid Closing Date and Time: 8/11/2023 @ 10:00 AM (EST)  
Dear Mr. Rosa,

[Insert name of signor] Bob Martin on behalf of Thayer LLC [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 # 2794-24 for Boiler Preventative Maintenance and Repair 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 214:11-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 214:11-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 General Manager

Contractor Initials RM  
Date 8-10-23

**REQUISITE FOR BID FOR BOILER PREVENTATIVE MAINTENANCE AND REPAIR SERVICES  
FOR THE STATE OF NEW HAMPSHIRE**

**PURPOSE :**

The purpose of this bid invitation is to establish a contract for boiler preventative maintenance and repair 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 email to Jonah Rosa at [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@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:

<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.

07/26/2023	Bid Solicitation distributed on or by
08/09/2023	Last day for questions, clarifications, and/or requested changes to bid
08/11/2023	10:00 AM (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 approval of the Governor and Executive Council, whichever is later, through June 30, 2028, a period of approximately 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 and the State with the approval of the Governor and Executive Council.

**CONTRACT AWARD:**

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost 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 shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

Contractor Initials RM  
Date 8-10-23

**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:

- 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 RFB;

- 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 remain firm for the entire contract period and 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.

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.

Updated published price list MUST be emailed to [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@DAS.NH.Gov).

**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 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 to Jonah Rosa at the Bureau of Procurement Services and sent electronic to [Jonah.L.Rosa@DAS.NH.Gov](mailto:Jonah.L.Rosa@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.
- 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:**

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 shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

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 bidding, it is each Vendor's responsibility to become thoroughly familiar with the sites of the 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 a successful and complete services.

**SCOPE OF SERVICES:**

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

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

Vendor shall create a schedule for all preventative maintenance and send electronically to the corresponding onsite State representative.

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

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

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

Vendor shall examine each boiler and report to the State representative equipment owner the condition of each item and any recommended immediate repairs.

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

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

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

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

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

- **DANGER:** indicates an imminently hazardous situation which, if not avoided, *will result in death or serious injury.*
- **WARNING:** indicates a potentially hazardous situation which, if not avoided, *could result in death or serious injury.*

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

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

**Annually:**

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

**Annual Service, Asset Class: Hot Water Condensing Boiler- Semi Annual Service:**

**Fuel Type: Natural Gas or LPG**

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

**Annual Service, Asset Class Hot water Boiler- Annual Service:**

**Fuel Type: Natural Gas or LPG**

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

**Annual & Semi-Annual Service, Asset Class: Steam Heating (Fire tube)**

**Fuel Type: Natural Gas or LPG**

- A. Perform all Shutdown, Inspection & Maintenance, Start-up procedures according to Mfg. Spec. Cleaver Brooks Model CB. & CB-LE (Operation, Service & Repair Manual)

Copies of this manual are located in the 29 Hazen Lab Renovation Boiler Room and office B-38

Applicable Chapters:

Chapter 3 Waterside Care & Requirements

Chapter 4 Sequence of Operations

Chapter 5 Start-up

Chapter 6 Adjustment Procedures

Chapter 8 Inspection & Maintenance

(NOTE) 29 Hazen Drive boiler is equipped with an ICS HAWK Boiler Management Control System; refer to ICS HAWK Installation, Operating and Servicing Manual No. 750-229 for specific information regarding Procedures described in section A.

A copy of this manual can be found at 29 Hazen Dr. Room 8-29 & in Maintenance office lab.

**Annual Service, Asset Class: Heating Sys (Hot water/ Forced Air)**

**Fuel Type: Fuel Oil**

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

**Annual Service, Asset Class: Direct Vent Heating Sys (Modine Furnace)**

(NOTE) Refer to the Modine Operating instructions 76-500P Dated October, 2017 for any Service or Troubleshooting questions.

**General Maintenance:**

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

**Gas Supply:**

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

**Gas Controls:**

- Inspect all gas connections for good tight fits. This includes pipe connections to the equipment as well as pilot tubing connections at the gas valve and at the pilot burner.
- Inspect the main burner gas orifices to make sure they are not blocked with spider webs. Check pilot orifice for obstructions if pilot cannot be lit or will not stay lit.

- After visual and physical inspection of the gas connection, turn on the gas and check for gas leaks using a water/soap solution.

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

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

#### Gas Burner:

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

#### Air Movers:

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

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

#### Condensate Removal:

Gas-fired condensing units, check the following items:

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

#### Vent System:

- Check to make certain vent system is clear and free of any obstructions.
- Be sure all connections are secure and tight.
- Inspect the entire vent system for signs of corrosion, damage, and all potential issues that could lead to vent products entering the heated space or vent products recirculating into combustion air.
- Clean vent pipe and clean out cap, if necessary.
- Make certain vent support system is secure and free of damage.
- Check joints of vent for signs of condensate leakage. Water marks down the outside of the vent pipe may indicate inadequate venting and/or improper vent insulation in unheated spaces. If water marks are observed, double check to make certain the proper vent system has been installed.
- If units are the power vented (power exhaust) type, check all the wiring connections to the power venter motor, and the vent system safety pressure switch.
- Check the pressure switch sensing tube for blockage or damage. With the main gas turned off, cycle the thermostat to check the operation of the power venter, and verify the safety pressure switch is functioning.
- Check the exterior components of the vent system (exterior vent extensions, vent weather caps, combustion air intake weather caps, etc.) to assure they have not been compromised, they are in

proper position, and that there are not any blockages at the air intakes or vent discharges of the venting system.

- Perform tool count & housekeeping.
- Return Furnace to operational condition.

**EMERGENCY REPAIRS:**

Emergency repairs are defined as urgent, have impacted the safety of personnel, or impacted the operational capability of the State and are needed within 24 – 48 hours of notification to the vendor. The awarded Vendor(s) shall provide repair rates at the hourly rates listed in "Attachment 2: Offer Sheet" for any State facility. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.

Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials shall be invoiced not to exceed 10% above Vendor's cost. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

The Vendor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

The Vendor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Vendor shall employ a sufficient number of trained and certified technicians so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. Vendor shall provide a not to exceed estimate before starting any work. If overtime is necessary and is determined to be caused by the Vendor, the State may at their discretion deduct a portion the additional time.

**OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY):**

The awarded Vendor(s) shall provide repair rates at the hourly rates listed in "Attachment 2: Offer Sheet" for any State facility for other repairs that are not a part of preventative maintenance and are not emergency repairs. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.

Requests to repair and/or replace parts shall be approved in advance by the State representative. Materials shall be invoiced not to exceed 10% above Vendor's cost. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

The Vendor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

**ADDITIONAL REQUIREMENTS:**

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 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. No premium charges shall be paid for any off-hour work.

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.

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-contractors are to be utilized, please include 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.

**WARRANTY REQUIREMENTS:**

The successful Vendor shall be required to provide warranties on all service 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 work is performed. 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 Contractors 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 planning 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** (circle one)

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:**

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.

**Complete Attachment 2: Offer Sheet!**

**VENDOR CONTACT INFORMATION:**

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

<u>Lindsey Foster</u>	<u>207-576-4074</u>	<u>1-800-649-4197</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>LFoster@ThayerHVAC.com</u>	<u>www.ThayerHVAC.com</u>	
E-mail Address	Company Website	
<u>Thayer LLC</u>	<u>1400 Hotel Road Suite F Auburn Maine 04210</u>	
Vendor Company Name	Vendor Address	

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

- Attachment 1: Sample P-37 Form
- Attachment 2: Offer Sheet

**The Bid Opening is open to the public online on 8/11/2023 at 10:00 AM at the following:**

Microsoft Teams meeting  
**Join on your computer, mobile app or room device**  
[Click here to join the meeting](#)  
Meeting ID: 257 312 480 136  
Passcode: 6RMQYy  
[Download Teams](#) | [Join on the web](#)  
**Join with a video conferencing device**  
nhgov@m.webex.com  
Video Conference ID: 113 878 402 7  
[Alternate VTC instructions](#)  
**Or call in (audio only)**  
+1 603-931-4944,,717295917# United States, Concord  
Phone Conference ID: 717 295 917#  
[Find a local number](#) | [Reset PIN](#)  
[Learn More](#) | [Meeting options](#)

Contractor Initials Rm  
Date 8-10-23

# ATTACHMENT 1

## 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

#### I. 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 <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

**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.

#### 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.

#### 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.