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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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



Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

December 20, 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 Hughes Environmental, Inc (VC#475488), Louisville, KY, in an amount up to and not to exceed \$306,498.50 for HVAC Duct System Cleaning Services, effective upon Governor and Executive Council approval through May 31, 2026.

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 (DAS), through the Bureau of Purchase and Property, issued request for bid (RFB) 2545-23 on July 12, 2023 with responses due on August 16, 2023. The bid reached 383 potential vendors using the NIGP electronic sourcing platform with an additional 20 directly sourced. There were 4 compliant responses received for this multi-award contract with Hughes Environmental, Inc submitting the lowest pricing for 2 of the 11 locations requested. It is the DAS' intent to enter into contract with Hughes Environmental, Inc and Aircare Environmental Services, Inc.

The purpose of this request is to provide duct cleaning services to each of the locations listed below.

<b>Agency - Department of Administrative Services</b>	
DHHS-DES-DoIT Building	27 Hazen Drive, Concord, NH 03301
DHHS-DES-DoIT Building	28 Hazen Drive, Concord, NH 03301
DHHS-DES-DoIT Building	29 Hazen Drive, Concord, NH 03301
<b>Agency - Department of Business and Economic Affairs-Bureau of Visitor Services</b>	
Intervale Welcome Information Center	365 White Mountain Highway, Conway NH, 03846

Upon approval each of the requesting agencies will coordinate with the awarded contractor to establish a schedule which allows for agency supervised access to perform cleaning without compromising the public access requirements for each respective location. All cleaning will be performed in strict accordance with the contract and in adherence to established national standards including but not limited to the American National Standards Institute/Institute of Inspection Cleaning and Restoration Certification (ANSI/IICRC )S520, National Air Duct Cleaners Association (NDACA), the National Fire Protection (NFPA), North American Insulation Manufacturers Association (NAIMA), Sheet Metal and Air Conditioning Contractors' National Association (SMACNA), Underwriters' Laboratories (UL), and the US Green Building Council (USGBC).

The recommended price limitation of \$306,498.50 represents a firm fixed cost associated with cleaning services inclusive of the addition of any access points deemed necessary to successfully complete the work. An allowance of 10% or \$27,863.50 has been included to account for any unforeseen needs or latent conditions that may arise.

Contract financials	
Total	\$ 278,635.00
Add allowance 10%	\$ 27,863.50
Recommended price limitation	\$ 306,498.50

Based on the foregoing, I am respectfully recommending approval of the contract with Hughes Environmental, Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB 2545-23 Bid Summary

Award Building Name	Bid Results Including Additional Access Hatches							
	Aircare		Hughes		Air Duct Services		Enviro Vantage	
Department of Administrative Services	Base Bid	Base Plus CI	Base Bid	Base Plus CI	Base Bid	Base Plus CI	Base Bid	Base Plus CI
27-29 Hazen Drive Building Total	Non-Compliant	Non-Compliant	\$ 266,760.00	\$ 273,060.00	\$ 283,600.00	\$ 287,450.00	\$ 766,600.00	\$ 775,350.00
Legislative Office Building	\$ 12,900.00	\$ 14,625.00	\$ 57,420.00	\$ 58,770.00	\$ 50,200.00	\$ 51,025.00	\$ 224,500.00	\$ 226,375.00
Rockingham County Courthouse	\$ 36,600.00	\$ 38,900.00	\$ 78,400.00	\$ 80,200.00	\$ 96,600.00	\$ 97,700.00	\$ 215,000.00	\$ 217,500.00
Records and Archives	\$ 10,300.00	\$ 11,450.00	\$ 44,565.00	\$ 45,465.00	\$ 50,100.00	\$ 50,650.00	\$ 60,000.00	\$ 61,250.00
Division of Motor Vehicles	\$ 19,700.00	\$ 21,425.00	\$ 72,725.00	\$ 74,075.00	\$ 62,100.00	\$ 62,925.00	\$ 217,500.00	\$ 219,375.00
Morton Building	\$ 29,900.00	\$ 31,625.00	\$ 73,370.00	\$ 74,720.00	\$ 129,200.00	\$ 130,025.00	\$ 275,000.00	\$ 276,875.00
<b>Subtotal</b>	<b>\$ 109,400.00</b>	<b>\$ 241,975.00</b>	<b>\$ 593,240.00</b>	<b>\$ 606,290.00</b>	<b>\$ 671,800.00</b>	<b>\$ 679,775.00</b>	<b>\$ 1,758,600.00</b>	<b>\$ 1,776,725.00</b>
Department of Transportation								
18 Smokey Bear Blvd, Building Total	\$ 3,832.00	\$ 4,292.00	\$ 19,790.00	\$ 20,150.00	\$ 32,100.00	\$ 32,320.00	\$ 22,000.00	\$ 22,500.00
Department of Business and Economic Affairs-Bureau of Visitor Services								
Intervale Welcome Center	\$ 5,532.00	\$ 5,762.00	\$ 5,395.00	\$ 5,575.00	No Bid	No Bid	\$ 16,500.00	\$ 16,750.00
Salem Welcome Information Center	\$ 4,794.00	\$ 5,024.00	\$ 5,310.00	\$ 5,490.00	No Bid	No Bid	\$ 13,000.00	\$ 13,250.00
Seabrook Welcome Information Center	\$ 3,388.00	\$ 3,618.00	\$ 4,825.00	\$ 5,005.00	No Bid	No Bid	\$ 13,250.00	\$ 13,500.00
Springfield Welcome Information Center	\$ 5,532.00	\$ 5,992.00	\$ 6,320.00	\$ 6,680.00	No Bid	No Bid	\$ 22,000.00	\$ 22,500.00
<b>Subtotal</b>	<b>\$ 19,246.00</b>	<b>\$ 20,396.00</b>	<b>\$ 21,850.00</b>	<b>\$ 22,750.00</b>	No Bid	No Bid	<b>\$ 64,750.00</b>	<b>\$ 66,000.00</b>
<b>Total</b>		\$ 136,951.00		\$ 278,635.00				
<b>Add Contingency 10%</b>		\$ 13,695.10		\$ 27,863.50				
<b>Recommended Price Limitation</b>		\$ 150,646.10		\$ 306,498.50				

Recommendation Summary		
Statewide Contract or Amendment	Statewide Contract	
Term of Contract	3 Years	
Price Limitation	\$306,498.50	
Number of Solicitations Received	4	
Number of Sourced bidders	20	
Number of NIGP Vendors Sourced	383	
Number of non-responsive bidders	399	
P-37 Checklist Complete	Yes	
D&B Report Attached	Yes	
Method of Payment (P-card/ACH)	P-card/ACH	
FOB Delivered	Yes	
Expiring Contract Price Limitation	N/A New Contract	
Total Cost Savings (\$/%)	\$0.00	Savings 0.00%

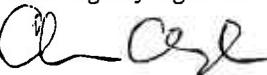
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Hughes Environmental, Inc		1.4 Contractor Address 908 S 8 <sup>th</sup> Street, Ste 500 Louisville, KY 40203	
1.5 Contractor Phone Number 502-213-3165	1.6 Account Unit and Class Various	1.7 Completion Date May 31, 2026	1.8 Price Limitation \$306,498.50
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 11/8/2023		1.12 Name and Title of Contractor Signatory Charles Cooper, President	
1.13 State Agency Signature  Date: 11/22/23		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 <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: <i>Duncan A. Edgar</i> On: November 30, 2023			
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.

## EXHIBIT A SPECIAL PROVISIONS

### 1. ARPA SFRF

#### 1.1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 C.F.R. Part 200

1.1.1. The Contractor agrees to comply with all requirements applicable to contracts issued under the federal grant award as set forth by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as the federal administrative authority (Treasury) may determine are inapplicable to this award or the extent to which the award may be subject to such exceptions.

#### 1.2. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms 2 CFR 200.321

1.2.1. The Contractor must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

1.2.1.1. Affirmative steps must include:

1.2.1.2. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

1.2.1.3. Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

1.2.1.4. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

1.2.1.5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises.

1.2.1.6. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

1.2.1.7. Requiring subcontractors to take the affirmative steps listed in paragraphs (2.2)(2.2.1) through (2.2.5) above.

#### 1.3. Domestic Preference for Procurement 2 CFR 200.322

1.3.1. The Contractor shall, to the greatest extent practicable and as applicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as prescribed by 2 CFR 200.322. For the purposes of this requirement, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum;

plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

1.4. Procurement of Recovered Materials 2 CFR 200.323

1.4.1. The Contractor agrees to comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as prescribed by 2 CFR 200.323, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

1.5. Prohibition on Certain Telecommunications and Video Surveillance Equipment 2 CFR 200.216

1.5.1. The Contractor shall adhere to the requirements of 2 CFR 200.216 regarding certain telecommunications and video surveillance equipment. The Contractor is prohibited from procuring, obtaining, or extending, renewing, or entering into a contract that involves equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

1.6. Universal Identifier and System for Award Management (SAM) Project and Expenditure Report User Guide, p.4, April, 2023.

1.6.1. The Contractor agrees to maintain active registration in the System for Award Management (SAM) throughout the term of this contract, and to provide evidence of active registration and assignment of a Universal Entity Identifier (UEI) to the State as requested.

1.7. Prohibition on Discrimination on the Basis of Race, Color, and National Origin Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), 31 C.F.R. Part 22

1.7.1. Per Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), contractors are prohibited from discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.

1.8. Prohibition on Discrimination against Persons with Disabilities Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)

1.8.1. Contractors shall not discriminate against individuals with disabilities and shall provide goods and services in a manner that is accessible to and usable by individuals with disabilities, in compliance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and its implementing regulations, and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)

1.9. Protections for Whistleblowers 41 U.S.C. § 4712

- 1.9.1. In accordance with 41 USC 4712, an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or entity listed below information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial or specific danger to public health or safety, or a violation of law, rule, or other regulation related to a federal contract (including the competition or negotiation of a contract) or grant.
- 1.9.2. The list of persons and entities referenced in the paragraph above includes the following:
- 1.9.2.1. A member of Congress or a representative of a committee of Congress;
  - 1.9.2.2. An Inspector General;
  - 1.9.2.3. The Government Accountability Office;
  - 1.9.2.4. A Treasury employee responsible for contract or grant oversight or management;
  - 1.9.2.5. An authorized official of the US Department of Justice or other law enforcement agency;
  - 1.9.2.6. A court or grand jury; or
  - 1.9.2.7. A management official or employee of the State, subrecipient, contractor, subcontractor who has the responsibility to investigate, discover, or address misconduct.
- 1.9.3. The Contractor and all subcontractors shall inform their employees in writing of the rights and remedies provided in 41 USC 4712 in the predominant native language of the workforce.
- 1.10. Generally Applicable Environmental Laws and Regulations
- 1.10.1. The Contractor must comply with all generally applicable environmental laws and regulations unless explicitly exempt under the U.S. Department of Treasury's SLFRF Final Rule, supplemental guidance, or the terms and conditions of this agreement or the prime agreement between Treasury and the State.
- 1.10.2. The Contractor will include this clause in all subcontracts and will ensure subcontractor compliance with these terms.
- 1.11. Increasing Seat Belt Use in the United States Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)
- 1.11.1. The Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 1.12. Reducing Text Messaging While Driving Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)
- 1.12.1. The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.
- 1.13. Debarment and Suspension 2 CFR 180.220, Executive Orders 12549 and 12689

- 1.13.1. In accordance with 2 CFR 180.220, to the best of the Contractor's knowledge, the Contractor is not debarred, suspended, excluded, disqualified, or otherwise ineligible from participations in covered transactions as defined by 2 CFR 180. Should the Contractor become debarred, suspended, excluded, disqualified, or otherwise ineligible at any point during their contract term, the Contractor is responsible for notifying the State.
- 1.14. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352, 31 CFR Part 21
- 1.14.1. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (Appendix I.A). Each tier certifies to the tier about that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1253. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- 1.14.2. Contractors shall comply with the provisions of 31 C.F.R. Part 21, which governs the lobbying activities of recipients of federal contracts, grants, and loans. Contractors shall disclose all lobbying activities related to the award of the contract and shall ensure that any subcontractors also comply with the regulation's requirements.
- 1.15. Clear Air Act and Federal Water Pollution Control Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended
- 1.15.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and to take any necessary actions to ensure compliance. The Contractor shall promptly notify the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) of any violation of these standards, orders, or regulations.

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## EXHIBIT B SCOPE OF SERVICES

### 2. INTRODUCTION:

2.1. Hughes Environmental, Inc (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with HVAC Duct System Cleaning Services in accordance with the bid submission in response to State Request for Bid #2545-23 and as described herein.

### 3. CONTRACT DOCUMENTS:

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

- 3.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- 3.1.2. EXHIBIT A Special Provisions
- 3.1.3. EXHIBIT B Scope of Services
- 3.1.4. EXHIBIT C Method of Payment
- 3.1.5. EXHIBIT D RFB 2545-23
- 3.1.6. EXHIBIT E Contractor's Bid Response

3.2. 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 2545-23," and (5) EXHIBIT E "Contractor's Bid Response."

### 4. TERM OF CONTRACT:

4.1. The term of the contract shall commence upon approval of the Governor and Executive Council, through May 31, 2026, a period of approximately two (2) years and six (6) months.

### 5. PROJECT PLAN:

5.1. Prior to commencement of any work all substantive deliverables shall be mutually agreed upon by the State and successful contractor. The basis of the agreement shall result from submittal of a holistic detailed master project plan for all phases of each awarded project location to be furnished by the successful contractor within 30 days after receipt of executed contract.

### 6. SCOPE OF WORK:

#### 6.1. PART 1 - GENERAL

##### 6.1.1. SUMMARY

6.1.1.1. Facility-wide cleaning of air handling unit supply and return air ductwork, exhaust air ductwork, combustion air intake ductwork, registers, grilles, and diffusers. Scope of work includes the cleaning of air-handling units, ductwork, and diffusers; furnish and installation of access doors and panels; removal and replacement of ceiling systems; and coordination with the State for scheduling and access.

### 6.1.1.2. RELATED REQUIREMENTS

6.1.1.2.1. Facility HVAC drawings as provided identifying the scope of cleaning.

6.1.1.3. This specification is provided to cover a range of facilities of varying uses, from healthcare to business to industrial. In each case all specific criteria and operating requirements of the facility shall be maintained, including the health and safety of the occupants at all times. All existing protocols governing the work to be performed on the site shall be followed, and the quality control and cleanliness standards to be maintained during the work, and verified at the end of the work, shall be commensurate with the facilities use.

### 6.1.2. REFERENCES & DEFINITIONS

6.1.2.1. Abbreviations and Acronyms: See *Assessment, Cleaning, and Restoration of HVAC Systems* (hereafter, ACR), The NADCA Standard.

6.1.2.2. State Project Manager – The term applies to the initiator of the Scope of Work and holder of the project funding. In general, the entity responsible for securing a contract with selected Contractor. Due to the complexity and multiple buildings and agencies to be affected, The State Project Managers will coordinate the work at various locations and work with the Contractor to initiate work activities and accept or reject work.

6.1.2.3. Reference Standards:

6.1.2.3.1. Following current standards and publications of issues currently in effect form part of this specification to extent specified:

6.1.2.3.1.1. American National Standards Institute/Institute of Inspection Cleaning and Restoration Certification (ANSI/IICRC).

6.1.2.3.1.1.1. ANSI/IICRC S520 - Standard for Professional Mold Remediation.

6.1.2.3.1.2. National Air Duct Cleaners Association (NADCA):

6.1.2.3.1.2.1. ACR: The NADCA Standard - Assessment, Cleaning & Restoration of HVAC Systems – 2021 (or later current version).

6.1.2.3.1.3. National Fire Protection Association (NFPA):

6.1.2.3.1.3.1. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems.

6.1.2.3.1.3.2. NFPA 90B - Standard for the Installation of Warm Air Heating and Air-Conditioning Systems.

6.1.2.3.1.4. North American Insulation Manufacturers Association (NAIMA):

6.1.2.3.1.4.1. Cleaning Fibrous Glass Insulated Air Duct Systems.

6.1.2.3.1.5. Sheet Metal and Air Conditioning Contractors' National Association (SMACNA):

6.1.2.3.1.5.1. HVAC Duct Construction Standards - Metal and Flexible.

6.1.2.3.1.6. Underwriters' Laboratories (UL):

6.1.2.3.1.6.1. UL Standard 181 - UL Standard for Safety Factory-Made Air Ducts and Connectors.

6.1.2.3.1.6.2. UL Standard 181A - UL Standard for Safety Closure Systems for Use with Rigid Air Ducts.

6.1.2.3.1.7. US Green Building Council (USGBC).

6.1.3. ADMINISTRATIVE REQUIREMENTS STATE-OWNED FACILITIES:

6.1.3.1. State Lab (Does Not Include BSL3 Wing): 29 Hazen Drive Concord, NH 03301 52,705 SQFT. Base Contract Up to 100 access hatches. Access hatches shall be DUCTMATE 10 inch wide by 10-inch-high square steel, Model GRFDH10GA or equivalent.

6.1.3.1.1. 4 Floors plus HVAC Penthouse

6.1.3.1.2. 2 primary AHUs located in the Penthouse.

6.1.3.1.3. Clean Air distribution Supply and Return ductwork, grills, registers, and HVAC coils based upon methods identified in Sect 3: Execution

6.1.3.1.4. Project work times will be 2<sup>nd</sup> shift and weekends (4 PM-12 AM Weekdays & 8 AM-4 PM Weekends)

6.1.3.1.5. General Services Personnel will need to be present.

6.1.3.1.6. Emergency and Project leadership contact list required.

6.1.3.1.7. Designated Restroom and parking to be assigned by the State of New Hampshire

6.1.3.1.8. State Police Criminal Checks required at cost to Contractor.

6.1.3.2. Department of Health and Human Services and Department of Environmental Services: 29 Hazen Drive Concord, NH 03301 210,820 SQFT. Base Contract – Up to 200 access hatches. Access hatches shall be DUCTMATE 10 inch wide by 10-inch-high square steel, Model GRFDH10GA or equivalent.

6.1.3.2.1. This building includes the Core, East and West Wings and has 4 Floors including the lower level,

6.1.3.2.2. Drop ceilings are predominant throughout the Core. The majority of the ceilings are exposed in the Mechanical spaces and in the east and west wings.

6.1.3.2.3. There are 21 Multizone units and 2 AHUs.

6.1.3.2.4. Clean Air distribution Supply and Return ductwork, grills, registers, and HVAC coils based upon methods identified in Sect 3: Execution

6.1.3.2.5. Project work times will be 2<sup>nd</sup> shift and weekends (4 PM-12 AM Weekdays & 8 AM-4 PM Weekends)

6.1.3.2.6. General Services Personnel will need to be present.

6.1.3.2.7. Emergency and Project leadership contact list required.

6.1.3.2.8. Designated Restroom and parking will be assigned by the State of New Hampshire

6.1.3.2.9. State Police Criminal Checks required at cost to Contractor.

- 6.1.3.3. Department of Information Technology: 27 Hazen Drive Concord, NH 03301 52,705 SQFT Base Contract Up to 50 access hatches. Access hatches shall be DUCTMATE 10 inch wide by 10-inch-high square steel, Model GRFDH10GA or equivalent.
  - 6.1.3.3.1. 2 Floors
  - 6.1.3.3.2. Dropped ceiling present in all spaces except the mechanical room.
  - 6.1.3.3.3. There are 5 AHUs.
  - 6.1.3.3.4. Clean Air distribution Supply and Return ductwork, grills, registers, and HVAC coils based upon methods identified in Sect 3: Execution
  - 6.1.3.3.5. The Server Room and file backup rooms are off limits. Any distribution system associated with these rooms will not be interrupted.
  - 6.1.3.3.6. Project work times will be 2<sup>nd</sup> shift and weekends (4 PM-12 AM Weekdays & 8 AM-4 PM Weekends)
  - 6.1.3.3.7. General Services Personnel will need to be present.
  - 6.1.3.3.8. Emergency and Project leadership contact list required.
  - 6.1.3.3.9. Designated Restrooms and parking will be assigned by the State of New Hampshire
  - 6.1.3.3.10. State Police Criminal Checks required at cost to Contractor.
- 6.1.3.4. **Intervale Welcome Center:** 3654 White Mountain Highway Intervale, New Hampshire 03845 Rest Area – 2,500 square feet. Two Story Welcome Center/ Restrooms. Base Contract – Up to 4 access hatches. Access hatches shall be DUCTMATE 10 inch wide by 10-inch-high square steel, Model GRFDH10GA or equivalent.
  - 6.1.3.4.1. Rooftop Unit, Supply and Return ductwork with DX coil.
  - 6.1.3.4.2. Clean Air Distribution System, supply and return ductwork, all grilles (including transfer grilles), outside air ductwork and grilles (interior and exterior), registers, diffusers and HVAC coils as described in Sect 3: Execution.
  - 6.1.3.4.3. Clean Exhaust Fans (3), ductwork and grilles (interior and exterior)
  - 6.1.3.4.4. Unit is on the roof. Ductwork is accessible through the drop ceiling on the parking/ main entrance level.
  - 6.1.3.4.5. The lower-level foyer ductwork/grilles have open ceiling access. The restrooms ductwork/grilles have drop ceiling access.
  - 6.1.3.4.6. Exhaust Fans located in the lower-level mechanical room.
  - 6.1.3.4.7. Work Hours – 8:00 AM to 4:00 PM Monday through Friday. Avoid holiday weekends.
  - 6.1.3.4.8. Facility Manager or Site Manager will be available on site.
  - 6.1.3.4.9. Parking available on site.
  - 6.1.3.4.10. Contractor can store equipment and materials on site.
  - 6.1.3.4.11. Public Restrooms available.
  - 6.1.3.4.12. Emergency and Project leadership contact list required.

- 6.1.4. Kick-Off Pre-Cleaning Meeting:
- 6.1.4.1. Contractor, in cooperation with the State Project Manager, shall conduct a kick-off precleaning meeting with representatives of the Using Agency and facility occupants affected by cleaning work.
  - 6.1.4.2. Coordinate meeting date with the State Project Manager a minimum of 14 days in advance.
- 6.1.5. Scheduling: As directed by the State Project Manager. Contractor shall provide within 14 days after the Kick-Off Meeting the Cleaning Schedule showing work in each area for review and acceptance by the Using Agency. Work shall not commence until the Schedule has been submitted, accepted, and returned to the Contractor.
- 6.1.6. Required documentation for the work shall be as required for the type of facility. All facilities shall be considered as occupied and functional at the time of the work unless indicated otherwise by the State Project Manager and the CIH (Certified Industrial Hygienist).
- 6.1.7. SUBMITTALS
- 6.1.7.1. Informational Submittals:
    - 6.1.7.1.1. Ductwork materials, accessories, and supplies.
    - 6.1.7.1.2. Duct cleaning plan: Before commencing cleaning work, submit written work plan including following information:
      - 6.1.7.1.2.1. Scope of Work identifying HVAC components to be cleaned, as well as those components not to be cleaned.
      - 6.1.7.1.2.2. Itemize specific environmental engineering controls required for workspace, and special work requirements.
      - 6.1.7.1.2.3. Detail cleaning work means and methods.
      - 6.1.7.1.2.4. Name, contact information, and functional tasks performed by each representative of each firm and contractor involved with the work.
    - 6.1.7.1.3. Manufacturer's Instructions: Submit cleaning agent product installation instructions.
    - 6.1.7.1.4. Field Quality Control Submittals:
      - 6.1.7.1.4.1. Documentation form for post cleaning verification including both Contractor and State designated acceptance for each area cleaned. Form shall be developed by the Contractor and submitted to the State Project Manager for review using NADCA inspection verification guidelines.
      - 6.1.7.1.4.2. Lab analysis and test sample chain of custody required for NADCA Vacuum Test only as required by testing procedures.
    - 6.1.7.1.5. Qualification Statements: Provide documents showing membership status, project experience, and certifications for:
      - 6.1.7.1.5.1. HVAC Cleaning Contractor – NADCA registration number and expiration date of current certification.
      - 6.1.7.1.5.2. Supervisor – Name and copy of NADCA supervisor certificate and expiration date of current certificate.

- 6.1.7.1.5.3. Air System Cleaning Specialist (ASCS) – Name and documented evidence that the team field leader has satisfactorily performed full-time supervision of HVAC cleaning work to NADCA standards for a minimum of three (3) years immediately prior to start of Contract.
- 6.1.7.1.5.4. Inspector-Name and documented evidence for proposed inspector(s) is a NADCA certified air system cleaning specialist (ASCS).
- 6.1.7.1.5.5. Hygienist – State will provide Certified Industrial Hygienist (CIH).
- 6.1.7.1.5.6. Testing Agency – To be determined by State CIH.

6.1.7.2. Closeout Submittals:

- 6.1.7.2.1. Record Documentation: Submit documentation verifying compliance with this specification for work performed. This documentation shall include:
  - 6.1.7.2.1.1. Provide record Drawings showing areas of completed cleaning work, as verified by the State Project Manager visual review and confirmation of work completed.
  - 6.1.7.2.1.2. Photo images, Reports, and other supporting documents such as submittal forms for materials used and/or warranties or guarantees.
  - 6.1.7.2.1.3. System areas found to be damaged requiring repair.

6.1.8. QUALIFICATIONS

- 6.1.8.1. HVAC System Cleaning Contractor: The Contractor shall be a current member in good standing of NADCA and shall be trained and experienced in HVAC cleaning projects of similar size and complexity. No exceptions.
  - 6.1.8.1.1. Supervisor: Employ NADCA-certified Air Systems Cleaning Specialist (ASCS) responsible for project.
  - 6.1.8.1.2. Inspector: Employ NADCA-Certified ASCS, or NADCA-Certified Ventilation Inspector (CVI) to perform site inspections.
- 6.1.8.2. Licensing: Provide the following:
  - 6.1.8.2.1. Submit copy of proper licenses, required to legally perform work, in New Hampshire.
  - 6.1.8.2.2. Comply with applicable federal, state, provincial, and local, rules, regulations, and licensing requirements.
  - 6.1.8.2.3. Comply with requirements of Authorities Having Jurisdiction (AHJ).

6.2. PART 2 - PRODUCTS

6.2.1. DUCTWORK MATERIALS

- 6.2.1.1. Access Doors
  - 6.2.1.1.1. Sandwich-style access door with closed cell neoprene gaskets, threaded bolts with springs and polypropylene hand knobs.
  - 6.2.1.1.2. Manufacturer – Ductmate.
  - 6.2.1.1.3. Rated for airtight seal at duct system rated pressure class or greater.

- 6.2.1.1.4. Size as required to perform cleaning activities and post cleaning cleanliness inspection.
- 6.2.1.1.5. Type consistent with duct construction and rating.
  - 6.2.1.1.5.1. Rectangular Insulated doors for double wall ductwork with perforated inner wall or interior insulation. The basis is Ductmate DI series.
  - 6.2.1.1.5.2. Rectangular Un-insulated access doors for single wall ductwork. The basis is Ductmate DU series.
  - 6.2.1.1.5.3. Rectangular – Hi-temp for elevated temperature applications.
  - 6.2.1.1.5.4. Round – Double wall, insulated or uninsulated.
- 6.2.1.1.6. Security – Meet all requirements for access limits and protection for security areas.
- 6.2.1.1.7. Door Labeling: See section 3.4 for labeling requirements.

#### 6.2.2. CLEANING MATERIALS

- 6.2.2.1. Cleaning Agents: Provide Submittals and SDS. Contractor shall submit sample and documents of agents for review by the State Certified Industrial Hygienist (CIH). Agents not accepted shall be replaced with agents in compliance with Agency's standards at no additional cost.
- 6.2.2.2. Water: Potable.

#### 6.2.3. TREATMENT MATERIALS/TESTING

- 6.2.3.1. The Contractor shall coordinate with the State Project Manager for all services related to remediation of suspect materials and conditions. The State will retain the services of a Certified Industrial Hygienist (CIH) who will collect samples of contamination either directly or from the duct-cleaning contractor and perform laboratory analysis. When microbial contamination is found, the CIH will recommend effective agents for cleaning the ducts, coils, or other affected areas. During required remediation, the Contractor will be directed to stop work in the affected area while the Sate Project Manager coordinates the remediation. Remediation is not part of the base Contract. The State may seek another vendor to perform any remediation.
- 6.2.3.2. Anti-microbial agents. Shall be selected by the CIH under the direction of the State Project Manager.
- 6.2.3.3. Sealants. Where equipment or accessories require sealants or tapes, provide Submittals including MSDS forms. Contractor shall submit sample and documents of sealants for review by the State Project Manager, and CIH. Application of sealants is not part of the base Contract. The State may choose to utilize an outside firm to apply any sealants.

#### 6.2.4. DUCT LINER MATERIALS

- 6.2.4.1. Duct Liner: Fibrous glass insulation – Matching existing.
  - 6.2.4.1.1. Where replacing internal insulation, furnish materials conforming to UL, NFPA 90A, NFPA 90B and SMACNA standards.
  - 6.2.4.1.2. Match thickness and insulation thermal resistance of existing duct liner.

### 6.3. PART 3 - EXECUTION

#### 6.3.1. HVAC DUCT CLEANING CONTRACTORS

6.3.1.1. NADCA Member Contractor – No Exception.

## 6.3.2. EXAMINATION

### 6.3.2.1. HVAC System Assessment and Site Survey:

6.3.2.1.1. Before commencing work, assess HVAC system condition to determine appropriate engineering controls, safety measures, tools, equipment and cleaning products and methods required to complete the work.

6.3.2.1.2. Perform HVAC system assessment by ASCS, Certified Ventilation Inspector (CVI), or equivalent.

6.3.2.1.3. Notify the Contract Administrator if any suspect materials or conditions are encountered. If microbial testing or sampling are required, the State Project Manager will coordinate all services with the CIH.

### 6.3.2.2. Work Plans:

6.3.2.2.1. Project Schedule: Outline starting date, dates, and times when work will take place, and completion dates, shall be provided. Contractor shall submit a written work plan to the State at least 14 days in advance of the work. The Work Plan shall be subject to approval in advance by the State.

6.3.2.2.2. Product Data and Safety Data Sheets: Product data submittals listing general use and specific chemical cleaning products and coatings used while performing the work, along with Safety Data Sheets for chemical products used to perform the work.

6.3.2.2.3. Safety Plan: In cooperation with the State Project Manager and the Using Agency representatives, define responsibilities of each organization's designated representative involved with executing work plan throughout project.

## 6.3.3. PROTECTION OF IN-PLACE CONDITIONS

6.3.3.1. Protect existing structures, surfaces, and systems from damage resulting from duct cleaning work.

6.3.3.2. Report damage caused by this work to the State Project Manager. Damage shall be repaired to the acceptance of the State at no additional cost.

6.3.3.3. Ceiling Assemblies – Ceiling sections including tile, acoustical ceiling tile (ACT) or similar shall be carefully removed to the extent required to both access ductwork and prevent damage during the work. Upon completion and acceptance of the work all assemblies shall be re-installed and restored to original condition. Replace any damage ceiling sections with matching material at no cost to the State.

## 6.3.4. HVAC SYSTEM PREPARATION

### 6.3.4.1. Service Openings:

6.3.4.1.1.1. Access duct cleaning work through existing or new service openings (access doors or panels), allowing safe access and thorough cleaning throughout specified components.

6.3.4.1.1.2. Work through service openings sized to allow mechanical tool entry and visual inspection, as required for cleaning activities.

- 6.3.4.1.1.3. Where possible, work through existing service openings.
- 6.3.4.1.1.4. Where new service openings are required, install openings as follows:
  - 6.3.4.1.1.4.1. Do not degrade structural, thermal, or functional system integrity, and comply with applicable SMACNA duct construction methods and manufacturer installation instructions.
  - 6.3.4.1.1.4.2. Install service openings complying with UL, SMACNA and NFPA standards, federal, state, and local code requirements, and requirements of Authorities Having Jurisdiction.
  - 6.3.4.1.1.4.3. Where required, install duct access doors complying with UL Standard 181, and fabricated with materials classified for flammability and smoke developed per UL723 or equivalent standard.
  - 6.3.4.1.1.4.4. Insulate closure panels to match adjacent duct interior and exterior surfaces.
  - 6.3.4.1.1.4.5. Close service openings installed in metal ductwork with fibrous glass liner with no exposed fibrous glass edges exposed to airstream.
- 6.3.4.1.1.5. Install service openings / access doors that are in accessible locations and can be reopened for future work.
- 6.3.4.1.1.6. **Labeling:** Label service openings / access doors with machine-made vinyl label. Letters shall be a minimum of 1" high indicating "Cleaning Access Door".
- 6.3.4.1.1.7. Record locations of service openings / access doors on record drawings.
- 6.3.4.1.1.8. Do not cut service openings into flexible duct.
  - 6.3.4.1.1.8.1. Disconnect flexible duct at both ends as required for inspection and cleaning.
  - 6.3.4.1.1.8.2. Reconnect flexible duct ends in accordance with SMACNA standards.

**6.3.5. CLEANING EQUIPMENT MAINTENANCE AND USE**

- 6.3.5.1. Maintain equipment employed in work performance in good working order, consistent with equipment manufacturer's written instructions and applicable jurisdictional requirements.
- 6.3.5.2. Clean and inspect equipment before bringing to work site.
- 6.3.5.3. Do not introduce contaminants from cleaning equipment into indoor environment or HVAC system.
- 6.3.5.4. Service equipment to limit possible HVAC system contamination from insufficient service equipment cleaning, and unsafe operating conditions for service personnel and building occupants.
- 6.3.5.5. Perform activities requiring opening contaminated vacuum collection equipment on-site, including servicing or filter maintenance, in appropriate containment area or outside building as directed by the State Project Manager.
- 6.3.5.6. Clean and seal collection devices, vacuums and other tools and devices before relocating to different building areas, moving equipment through occupied spaces, and before removing equipment from building.

- 6.3.5.7. Locate fuel-powered equipment to prevent combustion emissions and air exhaust emissions from entering building envelope. Monitor and manage equipment operation and location to prevent introduction of combustion emissions into occupied space. Locate in appropriate containment area or outside building as directed by the State Project Manager.
- 6.3.5.8. Furnish HEPA-filtered equipment with minimum collection efficiency of 99.97 percent at 0.3-micron particle size, when vacuum collection equipment exhausts within building envelope. When vacuum collection system exhausts outside of building envelope provide filtration designed to capture debris and material removed from the HVAC system, rated for fine particle retention. Maintain filters, clean at all times.

6.3.6. CLEANING - GENERAL

- 6.3.6.1. Perform HVAC system cleaning in accordance with ACR, The NADCA Standard.
- 6.3.6.2. Remove visible non-adhered particulates.
  - 6.3.6.2.1. Clean HVAC components employing agitation device to dislodge contaminants from HVAC component surface, and then capturing contaminants with vacuum collection device.
    - 6.3.6.2.1.1. Acceptable methods include those that do not damage integrity of ductwork and other system components and does not damage porous surface materials including internal insulation and duct lining.
    - 6.3.6.2.2. Clean HVAC components using source removal mechanical cleaning methods designed to extract contaminants from within HVAC system and safely remove contaminants from facility.
    - 6.3.6.2.3. Select source removal methods rendering HVAC system visibly clean and capable of passing cleanliness verification methods as described in ACR, The NADCA Standard.
    - 6.3.6.2.4. Do not employ cleaning method, or combination of methods, that can damage HVAC system components or negatively alter system integrity.
    - 6.3.6.2.5. Do not damage HVAC system and components with wet cleaning, power washing, steam cleaning and other wet process cleaning.
- 6.3.6.3. Apply cleaning materials in accordance with manufacturer's instructions.
  - 6.3.6.3.1. Do not apply cleaning agents or water to electrical, fibrous glass or other porous HVAC system components.
- 6.3.6.4. Capture removed contamination and cleaning materials and legally dispose.
- 6.3.6.5. Verify HVAC system surface and component cleanliness in accordance NADCA Standard.
- 6.3.6.6. Provide report to the Contract Administrator.
- 6.3.6.7. Particulate Collection:
  - 6.3.6.7.1. Employ contaminant removal methods incorporating vacuum collection devices operated continuously during cleaning.
    - 6.3.6.7.1.1. Connect vacuum collection device to component being cleaned through service opening.

6.3.6.7.1.2. Employ vacuum collection device of sufficient capacity to maintain areas being cleaned under negative pressure, containing debris is contained and preventing contaminant migration to adjacent areas.

6.3.6.7.2. When possible, discharge ducted exhaust air from vacuum collection devices outdoors, keeping discharge air clear of outdoor air intakes, operable windows, and other locations allowing outdoor air entry.

6.3.6.7.2.1. Do not violate outdoor environmental standards, codes, or regulations.

6.3.6.7.2.2. Do not discharge unfiltered air from vacuum collection devices outdoors.

6.3.6.7.2.3. Maintain Infection Control Standards as directed by the State Project Manager.

6.3.6.7.3. When necessary to exhaust vacuum collection devices indoors, including hand-held and wet-vacuum machines, keep discharge air in work area, and provide machine air discharge HEPA filtration, rated at 99.97 percent collection efficiency for 0.3-micron particles and larger. When vacuum collection system exhausts outside of building envelope provide filtration designed to capture debris and material removed from the HVAC system, rated for fine particle retention.

### 6.3.7. AIR HANDLING UNIT (AHU) CLEANING

6.3.7.1. Clean Air Handling Units – Refer to Drawings.

6.3.7.1.1. Clean supply and return air blowers, fan housings, ducted plenums, scrolls, blades, or vanes, shafts, baffles, dampers, and drive assemblies.

6.3.7.1.2. Remove visible non-adhered particulate deposits in accordance with NADCA Standards.

6.3.7.1.3. Clean return fans and housings.

6.3.7.2. Clean air handling unit (AHU) internal surfaces, components and condensate pans, and drains.

6.3.7.3. Clean heat transfer coils, fans, condensate pans, drains and similar non-porous surfaces in conjunction with mechanical methods as described in ACR, The NADCA Standard.

6.3.7.4. Control water spray and extraction sufficient to collect debris and prevent water damage to HVAC components and surrounding equipment.

6.3.7.5. Capture, contain, test, and dispose of wastewater generated while performing wet cleaning in accordance with applicable federal, state, and local regulations, and requirements of the State.

6.3.7.6. After cleaning, verify HVAC system surface and component cleanliness in accordance ACR, The NADCA Standard. Photographic evidence preferred “as or if feasible”.

### 6.3.8. AIR DUCT SYSTEMS:

6.3.8.1. Clean air ducts to remove non-adhered substances.

6.3.8.2. Access air duct interiors through service openings in system that are large enough to accommodate mechanical cleaning procedures and allow for cleanliness verification.

6.3.8.3. Use mechanical agitation methods to remove particulate, debris, and non-adhered particulate.

6.3.8.4. Capture dislodged substances with vacuum collection device.

6.3.8.5. Do not employ cleaning methods that damage HVAC components.

- 6.3.8.6. Mark position of dampers and air-directional mechanical devices inside HVAC system prior to cleaning.
- 6.3.8.7. When cleaning is complete, restore dampers and devices to their marked positions.
- 6.3.8.8. After cleaning, verify cleanliness of HVAC system surfaces and components in accordance ACR, The NADCA Standard. Photographic evidence preferred “as or if feasible”.
- 6.3.9. AIR DISTRIBUTION DEVICES – REGISTERS, GRILLES, DIFFUSERS, FLEX HOSES
  - 6.3.9.1. Clean all air distribution devices.
  - 6.3.9.2. Disconnect from rigid duct connections and remove from mounting surface. Clean all surfaces. Return to original installation location maintaining as-found orientation.
  - 6.3.9.3. Flex hoses - Remove from system and clean all interior surfaces. Re-install per SMACNA standards with each end fully seated and sealed.
- 6.3.10. COILS – AHU or DUCT MOUNTED
  - 6.3.10.1. Perform visual coil and drain pan inspection to determine whether Type 1 dry cleaning, or Type 2 wet cleaning is required.
  - 6.3.10.2. Collect coil performance data when available to determine pre-cleaning or original installation performance.
  - 6.3.10.3. Employ cleaning methods rendering coil visibly clean in accordance with ACR, The NADCA Standard.
  - 6.3.10.4. For duct mounted coils: Provide new access doors on each side of the coil where doors do not exist, or existing doors are of insufficient size or quantity.
  - 6.3.10.5. Isolate coil from duct system during cleaning process. Do not allow removed particles to migrate to, or redeposit on, unintended areas.
  - 6.3.10.6. Apply coil cleaning products in accordance with manufacturer’s published data and labeling.
  - 6.3.10.7. Clean and flush condensate drain pan and drain line. Verify proper drainage operation before and after cleaning.
  - 6.3.10.8. Apply cleaning methods and products that do not cause damage to, or erosion of, coil surface or fins.
  - 6.3.10.9. TYPE 1 DRY CLEANING METHOD
    - 6.3.10.9.1. Operate HEPA-filtered negative air machines that discharge continuously during Type 1 cleaning process.
    - 6.3.10.9.2. Mechanically remove adhered dirt and contaminants in accordance with ACR, The NADCA Standard.
  - 6.3.10.10. After cleaning, verify both the cleanliness of HVAC coils in accordance ACR, The NADCA Standard and coil performance exceeds pre-cleaning performance or is within 10% of the original coil pressure drop. Document in post project report.
- 6.3.11. INTERNALLY INSULATED DUCT SYSTEM COMPONENTS AND SOUND ATTENUATORS

- 6.3.11.1. Employ cleaning methods that do not damage internal insulation or sound attenuating components, and that render system capable of passing cleanliness verification tests.
- 6.3.11.2. Clean fibrous glass duct liner or duct board present in equipment or air ducts employing mechanical agitation methods to remove particulate, debris, and non-adhered particulate.
- 6.3.11.3. Do not create abrasions, breaks, or tears to fibrous glass liner or duct board surfaces.
- 6.3.11.4. Maintain HVAC system under constant negative pressure when cleaning internal insulation components.
- 6.3.11.5. Do not wet insulation components.
- 6.3.11.6. Identify for replacement fibrous glass materials with evidence of damage, deterioration, delaminating, friable materials, biological growth, or moisture that cannot be restored by cleaning or resurfacing.
- 6.3.11.7. Where biologically contaminated insulation has been identified, the contractor will contact the State Project Manager and CIH for further action. The State will provide a remediation contractor to remove contaminated substances and apply antimicrobial agents to remove traces of contamination or abate mold in accordance with ANSI/IICRC S520. When replacement insulation installation is complete, verify that new fibrous glass surfaces are capable of compliance with NADCA cleanliness verification requirements.

6.3.12. SPECIAL TECHNIQUES

6.3.12.1. Engineering Controls:

6.3.12.1.1. Employ engineering controls to maintain worker and building occupant safety and prevent contaminating surfaces outside work area.

6.3.12.1.1.1. Comply with government regulations, and industry standards and guidelines relevant to working in the facility environment in which the work is located.

6.3.12.1.1.2. Control odors, mists, and aromatic vapors during cleaning process.

6.3.12.2. B. Controlling Product Emissions:

6.3.12.2.1. Apply cleaning agents and other chemicals in accordance with manufacturer's recommended procedures and product application instructions, including exhaust ventilation. Any such cleaning agents shall be approved in advance by the State Project Manager after consultation with State CIH.

6.3.12.3. Negative Duct Pressurization:

6.3.12.3.1. Throughout cleaning process, keep HVAC system and associated air ducts at negative differential pressure, relative to indoor non-work area.

6.3.12.3.2. Maintain negative pressure differential between portion of HVAC duct system being cleaned and surrounding indoor occupant spaces.

6.3.12.3.3. Continuously monitor and verify correct pressure differential.

6.3.12.3.4. When performing vacuum collection, employ negative air machine drawing air from equipment being cleaned.

6.3.12.3.5. When negative air machine is not fitted with HEPA filtration, duct exhaust air from negative air machine to outdoor location, keeping discharge air clear of outdoor air intakes, operable windows, and other locations where outdoor air enters building.

6.3.12.3.5.1. Do not violate outdoor environmental standards, codes, or regulations by releasing debris.

6.3.12.3.5.2. Do not discharge unfiltered air from vacuum collection devices outdoors.

#### 6.3.12.4. Microbial Agents:

6.3.12.4.1. Application shall be performed by the State retained entity.

6.3.12.4.2. Antimicrobial agents shall be applied in accordance with antimicrobial agent manufacturer's written recommendations and associated EPA registration listing.

#### 6.3.13. FIELD QUALITY CONTROL

6.3.13.1. Inspect work to verify cleanliness immediately after HVAC system component cleaning and prior to placing system in operation.

#### 6.3.13.2. Visual Inspection:

6.3.13.2.1. When cleaning is complete, perform final inspection in presence of State Project Manager or designee.

6.3.13.2.2. Perform visual inspection of porous and non-porous HVAC system component surfaces. Verify HVAC system is visibly clean as defined in ACR, The NADCA Standard.

6.3.13.2.3. If no contaminants are evident through visual inspection, the HVAC system is considered clean and acceptable.

6.3.13.2.4. If contaminants are evident through visual inspection, repeat cleaning in areas where contaminants are visible. Notify State Project Manager to schedule cleanliness re-inspection.

6.3.13.2.5. State Project Manager or designated representative shall be solely responsible to determine system cleanliness meets specification standards.

#### 6.3.13.3. Surface Comparison Test for Porous Surfaces Only:

6.3.13.3.1. If visual inspection is inconclusive or disputed, then perform Surface Comparison Test in accordance with ACR, The NADCA Standard.

6.3.13.3.1.1. Attach vacuum brush to operating contact vacuum.

6.3.13.3.1.2. Employ contact vacuum with HEPA-filtered discharge, capable of achieving.

6.3.13.3.1.3. Minimum 80 inches wg. static lift and fitted with 2.5-inch diameter round nylon brush attached to 1.5-inch diameter vacuum hose.

6.3.13.3.1.4. Pass brush over surface test area four times.

6.3.13.3.1.5. Visually compare tested and untested surfaces to determine whether visible surface characteristics are detectable.

6.3.13.3.2. When surface comparison test is complete, HVAC component surface is considered acceptably clean if there is no visually detectable difference between tested and untested surface characteristics.

6.3.13.4. NADCA Vacuum Test for Non-Porous Surfaces Only:

6.3.13.4.1. Use of Vacuum Test on these surfaces is not anticipated.

6.3.14. SYSTEM STARTUP

6.3.14.1. Install closures over services access openings before allowing system restart for normal facility operation.

6.3.14.2. When system is placed in operation, remove temporary filter elements after minimum 24-hours operation.

6.3.14.3. Systems shall be started and placed into operation by the State designated personnel.

6.3.15. DISPOSAL OF JOB SITE DUCT CLEANING WASTE

6.3.15.1. Seal HVAC system debris and removed contaminated materials in containers before removal from work area.

6.3.15.2. Handle materials classified as hazardous by governmental agencies in accordance with applicable federal, state, and local, regulations and codes.

6.3.15.3. Dispose of debris removed from HVAC System in accordance with applicable federal, state, and local requirements.

6.3.16. POST PROJECT REPORT

6.3.16.1. At project conclusion provide a Post Project Report addressing the following:

6.3.16.1.1. Summary of areas cleaned.

6.3.16.1.2. Results of cleaning operations referencing applicable NADCA standard.

6.3.16.1.3. Quantity of access doors installed.

6.3.16.1.4. Areas of the equipment and systems found damaged or in need of repair.

6.4. Change Order

6.4.1. "Project Change Control Process" means the below-described process to manage how changes that might arise during the Project will be managed. Changes may include, but are not limited to, any changes that are material in nature associated with scope, or to remedy latent conditions.

6.4.2. Both parties must agree to any changes to this Contract pursuant to the Project Change Control Process before any services not set forth herein are performed.

6.4.3. If either party believes a change to this Contract is necessary, such party shall issue to the other party a written change request ("Change Request"). In the case of a State-initiated Change Request, Contractor will within a mutually agreeable timeframe evaluate the feasibility of the Change Request following receipt and will determine the impact to the Project cost and timelines.

6.4.4. The Contractor shall provide State a written statement ("Change Response") describing in detail:

6.4.5. Any additional Services to be performed because of the Change Request.

6.4.6. The estimated fee associated with such additional Services.

6.4.7. Any other information relating to the Change Request that may reasonably be requested by State.

- 6.4.8. State shall make reasonable effort to respond within five business days to any Contractor-initiated Change Request. If State approves a Contractor-initiated Change Request or a Change Response, with such approval to be in writing, such Change Request or Change Response shall be deemed to be a "Change Order." Any Change Order resulting in a material change to the original Contract shall be executed by an amendment to this Contract and may be subject to Governor and Executive Council approval.
- 6.4.9. The Contractor Project Manager and the State Project Manager shall administer any approved Change Order. If State rejects a Contractor-initiated Change Request, or any Change Response, Contractor and State shall proceed to fulfill their obligations as originally agreed under this Contract and any subsequent Change Order. In no event shall any change exceed the Price Limitation as represented herein, block 1.8 of form P-37.
- 6.5. ADDITIONAL REQUIREMENTS:
- 6.5.1. 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.
- 6.5.2. The Contractor(s) shall conduct their work so as to interfere as little as possible with State business. They shall at their own expense, wherever necessary or required, furnish safety devices, and take such other precautions as may be necessary to protect life and property. All air handling equipment must be in operating condition at the end of every shift.
- 6.5.3. 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).
- 6.5.4. 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.
- 6.5.5. 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.
- 6.5.6. The Contractor(s) shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor(s) shall provide the necessary equipment and comply with all City, State and or Federal safety regulations.
- 6.5.7. The Contractor(s) shall also be aware of laws and regulations relating to hazardous materials that may be encountered during duct cleaning operations. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants.

- 6.5.8. If at any time during the performance of the work required by the Contract(s), a Contractor(s) finds, or has reason to suspect, the presence of mold, asbestos, lead paint, or other hazardous materials, in the work area, the Contractor(s) shall immediately notify the State representative setting forth their observations, suspicions and requesting instructions, No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. At the same time, the Contractor(s) shall withdraw all personnel from the potentially contaminated area. The Contractor(s) shall fully cooperate with the State and perform any remedial work as directed.
- 6.5.9. The Contractor(s) shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of a public authority bearing on the safety of personnel or property or their protection from damage, injury, or loss.
- 6.5.10. The Contractor(s) shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract(s).
- 6.5.11. The Contractor(s) shall supervise and direct the work, using their best skills and attention, The Contractor(s) shall be solely responsible for all means, methods, techniques, sequences, and procedures and for coordinating all portions of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Contractor(s) guarantees to repair, replace, re-execute, or otherwise correct any defect in workmanship, material, or the like that fails to conform to the requirements of the State, or that appear during the progress of the work or within one year of final acceptance by the State. The Contractor(s) shall supply the State with all warranty information whether it be expressed or implied.
- 6.5.12. The Contractor(s) shall perform all the work and furnish all the materials, tools, equipment, and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor(s) shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed, therefore. All the work, and labor furnished under this contract(s), shall be done, and furnished strictly pursuant to, and in conformity with the specifications described herein, and the direction of the State representatives as given from time to time during the progress of the work, under the terms of this contracts).
- 6.5.13. The Contractor(s) shall adequately secure and protect their own tools, equipment, materials, and supplies. The State assumes no liability for any damage, theft, or negligent injury to the Contractor's property or to the property of their employees, agents or approved sub-contractors.
- 6.5.14. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 6.5.15. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 6.5.16. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 6.5.17. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

6.6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 6.6.1. The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2545-23, as described herein, and under the terms of this Contract.
- 6.6.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 6.6.3. 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.
- 6.6.4. 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://apps.das.nh.gov/vendorregistration/\(S\(msahgfdnkpzxvwnzwx4zt5x\)\)/welcome.aspx](https://apps.das.nh.gov/vendorregistration/(S(msahgfdnkpzxvwnzwx4zt5x))/welcome.aspx)
- 6.6.5. 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.

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

- 6.7.1. 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.

6.8. CONFIDENTIALITY & CRIMINAL RECORD:

- 6.8.1. 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.

## EXHIBIT C METHOD OF PAYMENT

### 7. CONTRACT PRICE:

7.1.1. The Contractor hereby agrees to provide HVAC Duct System Cleaning 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 \$306,498.50; 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.

7.2. The Contractor shall provide the requested HVAC Duct System Cleaning Services under a fixed-fee, deliverables-based payment arrangement as defined herein. The Base Plus CI option remains available at the States option and shall replace the Base cost identified under 7.2.1 Pricing Structure below.

#### 7.2.1. PRICING STRUCTURE:

Department of Administrative Services	Base	Base Plus CI (States Option)
27-29 Hazen Drive Building Total	\$266,760.00	\$273,060.00
<b>Department of Business and Economic Affairs-Bureau of Visitor Services</b>		
Intervale Welcome Center	\$5,395.00	\$5,575.00

### 8. CONTRACT BOND

8.1.1. The Contractor, at the time of the execution of this contract must submit a Payment and Performance Bond in the sum equal to one hundred percent (100%) of the amount of the contract as required by RSA 447:16. The Payment and Performance Bond must be written by a company licensed to do business in New Hampshire at the time the policy is issued. In addition, the company issuing the payment and performance bond shall be listed on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the U.S. Department of the Treasury, Financial Management Services, Circular Number 570. See Surety Bonds - List of Certified Companies (treasury.gov)

8.1.2. Release of Claims and Final Payment:

8.1.3. The final payment shall not become due until the Contractor delivers a complete release of all claims arising under and by virtue of this Contract, including claims for all Subcontractors and suppliers of either materials or labor, plus a release of the Contract Bond and a statement that all Subcontractors and suppliers have been paid.

8.1.4. Application for Final Payment received from the Contractor will be processed for payment not less than 90 days after project acceptance and final completion unless accompanied by a release of the Contract Bond. This payment shall be the amount of the Contract, less previous payments. All prior partial payments shall be subject to correction in the final estimate and payment.

8.1.5. Acceptance of Final Payment Constitutes Release:

8.1.6. The acceptance of the Final Payment by the Contractor shall be and shall operate as a release to the Contractor of all claims and of all liability to the State for all things done or furnished in connection with this work. No payment, however, final, or otherwise, shall operate to release the Contractor and its

Sureties from any obligations under this Contract or the Contract Bond. Acceptance of Final Payment shall not impact any warranties provided by the Contractor with respect to this project.

**9. INVOICE:**

- 9.1.1. Invoices shall be submitted on a monthly basis to the State Project Manager based on the percentage of work completed at each location. The Contractor shall submit invoices on AIA forms subject to review and approval by the State Project Manager. The percentage of work completed shall be determined by the State Project Manager.
- 9.1.2. 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.
- 9.1.3. The invoice shall be sent to the following address:
  - 9.1.3.1. Department of Administrative Services
    - 9.1.3.1.1. Attn: Todd Fleury
    - 9.1.3.1.2. 25 Capitol Street Concord NH 03301
  - 9.1.3.2. The Department of Business and Economic Affairs
    - 9.1.3.2.1. Attn: Jason Brace
    - 9.1.3.2.2. 100 North Main St. Suite 100 Concord NH 03301

**10. PAYMENT:**

- 10.1.1. Payments shall be made on a monthly basis based on completion of the work at each location. Payments shall be made within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.
- 10.1.2. 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>.
- 10.1.3. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

**EXHIBIT D RFB 2545-23**

RFB #2545-23 is incorporated here within.

**EXHIBIT E CONTRACTOR'S BID**

Contractor's bid is incorporated here within.

# State of New Hampshire

## Department of State

### CERTIFICATE OF AUTHORITY OF HUGHES ENVIRONMENTAL, INC

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **HUGHES ENVIRONMENTAL, INC** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **HUGHES ENVIRONMENTAL, INC** to transact business in this State under the name of **HUGHES ENVIRONMENTAL, INC**, and attaches hereto a copy of the Application for such Certificate.

Business ID: 946174



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of November 2023 A.D.

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 HUGHES ENVIRONMENTAL, INC is a Kentucky Profit Corporation registered to transact business in New Hampshire on November 03, 2023. 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: 946174

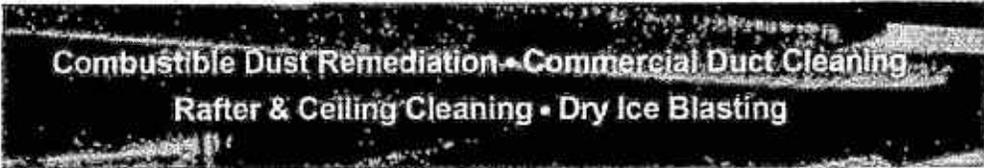
Certificate Number : 0006347196



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of November A.D. 2023.

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

David M. Scanlan  
Secretary of State



November 21, 2023

RE: Certificate of Signatory Authority

To Whom It May Concern —

Per the attached corporate resolution, dated 07/01/2010, the following individuals are authorized signatories for Hughes Environmental, Inc: R. Craig Rutledge (CEO) and Charles R. Cooper, Jr (President)

As such, the aforementioned signatories are authorized to execute contracts on behalf of and bind the corporation.

Sincerely,

Charles R. Cooper, Jr  
President

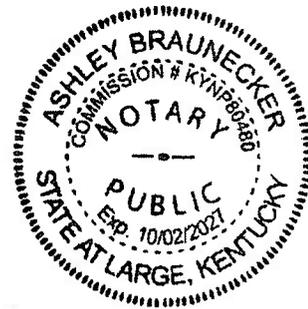
State: Kentucky  
County: Jefferson

Subscribed and sworn to before me on the 21st day of November, 2023 by Charles R. Cooper, Jr, the President of Hughes Environmental, Inc.

My commission expires: 10/2/2027      Commission #: KYNP80480

Signature:

Name, Title: Ashley Braunecker, Notary Public



Hughes Environmental, Inc. 908 South 8th St., Suite 500, Louisville, KY 40203  
Toll Free: (888) 845-3952 Local: (502) 213-3165 Fax: (502) 213-3167  
HughesEnv.com info@hughesenv.com

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

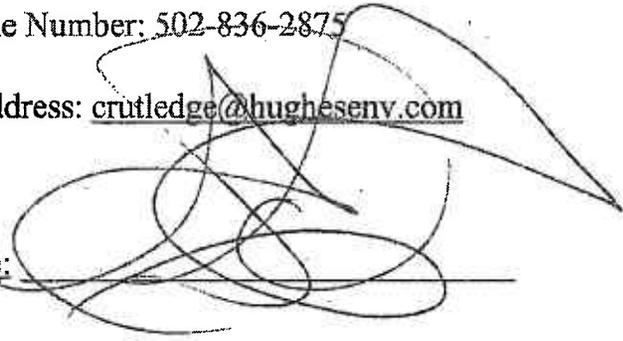
RESOLVED, that the Board of Directors is hereby authorized and approved to authorize and empower the following individuals to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Robert Craig Rutledge

Position/Title: Chief Executive Officer

Telephone Number: 502-836-2875

Email Address: [crutledge@hughesenv.com](mailto:crutledge@hughesenv.com)

Signature: 

Name: Charles Rhea Cooper, Jr.

Position/Title: President/Secretary

Telephone Number: 502-741-0670

E-Mail: [ccooper@hughesenv.com](mailto:ccooper@hughesenv.com)

Signature: 

The undersigned certifies that he/she is the properly elected and qualified Secretary of the books, records of Hughes Environmental, Inc., a corporation duly conformed pursuant to the laws of the Commonwealth of Kentucky, and that said meeting was held in accordance with commonwealth law and with the Bylaws of the above-named corporation.

This resolution has been approved by the officers of Hughes Environmental, Inc. (Company) on July 1, 2010.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.



---

Secretary





# Performance Bond

999293840

**CONTRACTOR:**

*(Name, legal status, and address)*

Hughes Environmental, Inc.

908 S. 8th St, Ste 500  
Louisville, KY 40203

**OWNER:**

*(Name, legal status, and address)*

New Hampshire Department of  
Administrative Services  
25 Capitol St  
Concord, NH 03301-6312

**CONSTRUCTION CONTRACT**

Date: November 8, 2023

Amount: \$306,498.50      Three Hundred Six Thousand Four Hundred Ninety-eight Dollars And Fifty Cents

**Description:**

*(Name and location)*

HVAC Duct System Cleaning Services - Request for Bid #2545-23

**BOND**

Date: November 10, 2023

*(Not earlier than Construction Contract Date)*

Amount: \$306,499.00      Three Hundred Six Thousand Four Hundred Ninety-nine Dollars And Zero Cents

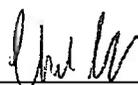
Modifications to this Bond:     None                       See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:                                      *(Corporate Seal)*  
Hughes Environmental, Inc.    *(Seal is N/A)*

**SURETY**

Company:  
The Ohio Casualty Insurance Company

Signature:   
Name      Charles Cooper,  
and Title: President

Signature: Timothy A. Mikolajewski  
Name      Timothy A. Mikolajewski,  
and Title: Assistant Secretary

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address, and telephone)*

**AGENT or BROKER:**  
USI Insurance Services LLC

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer, or other party:)*

435 N Whittington Pkwy  
Louisville, KY 40222  
309-743-3022



This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010 Edition Performance Bond.



**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

**§ 2** If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

**§ 4** When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

**§ 5** The Surety's obligations to a Claimant under this Bond shall arise after the following:

**§ 5.1** Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

**§ 5.2** Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

**§ 6** If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

**§ 7** When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

**§ 7.1** Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

**§ 7.2** Pay or arrange for payment of any undisputed amounts.

**§ 7.3** The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

**§ 8** The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

**§ 9** Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Init.

/

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A312–2010 Edition Payment Bond.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Hughes Environmental, Inc.

Agency Name: USI Insurance Services LLC

Bond Number: 999293840

Obligee: New Hampshire Department of Administrative Services

Bond Amount: (\$306,499.00 ) Three Hundred Six Thousand Four Hundred Ninety-nine Dollars And Zero Cents

Contract Amount: (\$306,498.50 ) Three Hundred Six Thousand Four Hundred Ninety-eight Dollars And Fifty Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikolajewski in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.



The Ohio Casualty Insurance Company

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 10th day of November, 2023.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 8/16/2023

Company Name: Hughes Environmental, Inc  
Address: \_\_\_\_\_  
908 S 8th Street, Ste 500  
\_\_\_\_\_  
Louisville, KY 40203  
\_\_\_\_\_

To: Point of Contact: **Mathew Stanton**  
Telephone: (603)-271- **3235**  
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: **HVAC Duct System Cleaning Services**  
Bid Number: **2545-23**  
Bid Posted Date (on or by): **July 12, 2023**  
Bid Closing Date and Time: **August 16, 2023 @ 10:00 AM (EST)**  
Dear **Mr. Stanton**:

[Insert name of signor] Charles Cooper, Jr, on behalf of Hughes Environmental, Inc [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 # **2545-23** for **HVAC Duct System Cleaning Services** at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

Authorized Signor's Signature  Authorized Signor's Title President

## REQUEST FOR BID FOR HVAC DUCT SYSTEM CLEANING SERVICES FOR THE STATE OF NEW HAMPSHIRE

### PURPOSE:

The purpose of this bid invitation is to establish a contract for HVAC Duct System Cleaning Services for locations within 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. The following list represents subject locations.

Building Name	Location Address	Site Contact Name	Contact Phone #	Contact Email	System square footage
<b>Agency - Department of Administrative Services</b>					
DHHS-DES-DoIT Building (Group Award)	27 Hazen Drive, Concord, NH 03301	Fleury, Todd	603-271-6877	Todd.M.Fleury@das.nh.gov	52,705
DHHS-DES-DoIT Building (Group Award)	28 Hazen Drive, Concord, NH 03302	Fleury, Todd	603-271-6877	Todd.M.Fleury@das.nh.gov	158,115
DHHS-DES-DoIT Building (Group Award)	29 Hazen Drive, Concord, NH 03303	Fleury, Todd	603-271-6877	Todd.M.Fleury@das.nh.gov	52,705
Subtotal Group Squarefootage					263,525
Legislative Office Building	33 North State Street, Concord, NH 03301	Fleury, Todd	603-271-6877	Todd.M.Fleury@das.nh.gov	68,530
Rockingham Courthouse	10 Route 25 Brentwood, NH 03833	Fleury, Todd	603-271-6877	Todd.M.Fleury@das.nh.gov	100,000
Records and Archives	71 South Fruit Street, Concord NH 03301	Fleury, Todd	603-271-6877	Todd.M.Fleury@das.nh.gov	58,149
Division of Motor Vehicles	23 Hazen Drive, Concord, NH 03301	Fleury, Todd	603-271-6877	Todd.M.Fleury@das.nh.gov	79,388
Morton Building	7 Hazen Drive, Concord, NH 03301	Fleury, Todd	603-271-6877	Todd.M.Fleury@das.nh.gov	96,800
<b>Agency - Department of Transportation</b>					
NHDOT Bureau of Traffic (Group Award)	18 Smokey Bear Blvd, Concord, NH 03302 (Bld. A)	Meaghan Keach, Facility Manager	603-271-2300	Meaghan.E.Keach@dot.nh.gov	17,223
NHDOT Bureau of Traffic (Group Award)	18 Smokey Bear Blvd, Concord, NH 03302 (Bld. B)	Meaghan Keach, Facility Manager	603-271-2300	Meaghan.E.Keach@dot.nh.gov	9,152
Subtotal Group Squarefootage					26,375
<b>Agency - Department of Business and Economic Affairs-Bureau of Visitor Services</b>					
Intervale Welcome Center	365 White mountain Highway, Conway NH, 03846	Jason Brace	603-271-0804	Raymond.J.Brace@livefree.nh.gov	5,592
Salem Welcome Information Center	I-93 North (immediately north of MA border)	Jason Brace	603-271-0804	Raymond.J.Brace@livefree.nh.gov	5,500
Seabrook Welcome Information Center	I-95 North (immediately north of MA border)	Jason Brace	603-271-0804	Raymond.J.Brace@livefree.nh.gov	5,000
Springfield Welcome Information Center	I-89 North of Exit 12A	Jason Brace	603-271-0804	Raymond.J.Brace@livefree.nh.gov	6,550

### 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 sign page one of the bid invitation.

### BID SUBMITTAL:

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

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

### BID INQUIRIES:

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

Questions shall be submitted by E-mail to Mathew Stanton at the following address:  
Mathew.T.Stanton@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.

7/12/2023	Bid Solicitation distributed on or by
7/26/2023	Last day for questions, clarifications, and/or requested changes to bid.
8/4/2023	States Response to questions, clarifications, and/or requested changes to bid.
8/16/2023	10:00 AM (EST) Bid Closing
10/1/2023	Anticipated contract start date

**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 upon execution by the Governor & Executive Council (the "effective date") and shall continue thereafter for a period of two years and six months.

**CONTRACT AWARD:**

The award shall be made to the Vendor(s) meeting the criteria established in this RFB and providing the lowest cost per location. 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.

**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 in accordance with RSA 21-G:37.

**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 RFP;
- The State is not obligated to comply with a Bidder’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

#### **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 or the Vendor's best/preferred customer.

**AUDITS AND ACCOUNTING:**

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

**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>

**INVOICING/Payment Schedule:**

Invoices shall be submitted on a monthly basis to the State Project Manager based on the percentage of work completed at each location. The Vendor(s) shall submit invoices on AIA forms subject to review and approval

by the State Project Manager. The percentage of work completed shall be determined by the State Project Manager.

**TERMS OF PAYMENT:**

Payments shall be made on a monthly basis based on completion of the work at each location. Payments shall be made within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

**CONTRACT BOND**

The successful Vendor(s) at the time of the execution of the contracts(s) must submit a Payment and Performance Bond in the sum equal to one hundred percent (100%) of the amount of the contract as required by RSA 447:16. The Payment and Performance Bond must be written by a company licensed to do business in New Hampshire at the time the policy is issued. In addition, the company issuing the payment and performance bond shall be listed on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the U.S. Department of the Treasury, Financial Management Services, Circular Number 570. See <http://www.fms.treas.gov?c570/index.html>.

Release of Claims and Final Payment:

The final payment shall not become due until the Contractor delivers a complete release of all claims arising under and by virtue of this Contract, including claims for all Subcontractors and suppliers of either materials or labor, plus a release of the Contract Bond and a statement that all Subcontractors and suppliers have been paid

Application for Final Payment received from the Contractor will be processed for payment not less than 90 days after project acceptance and final completion unless accompanied by a release of the Contract Bond. This payment shall be the amount of the Contract, less previous payments. All prior partial payments shall be subject to correction in the final estimate and payment.

Acceptance of Final Payment Constitutes Release:

The acceptance of the Final Payment by the Contractor shall be and shall operate as a release to the Contractor of all claims and of all liability to the State for all things done or furnished in connection with this work. No payment, however, final or otherwise, shall operate to release the Contractor and its Sureties from any obligations under this Contract or the Contract Bond. Acceptance of Final Payment shall not impact any warranties provided by the Contractor with respect to this project.

**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 this 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://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.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.
- 100% Payment and Performance Bond in the amount of the Contract and for the term of the Contract.

**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. A complete list of locations and contact information is located on Page #2 herein. Please coordinate directly with the point of contract directly to confirm site access.

**SCOPE OF SERVICES:**

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

**PROJECT PLAN:**

Prior to commencement of any work all substantive deliverables shall be mutually agreed upon by the State and successful contractor. The basis of the agreement shall result from submittal of a holistic detailed master project plan for all phases of each awarded project location to be furnished by the successful contractor within 30 days after receipt of executed contract.

**ADDITIONAL REQUIREMENTS:**

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(s) shall conduct their work so as to interfere as little as possible with State business. They shall at their own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property. All air handling equipment must be in operating condition at the end of every shift.

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(s) shall initiate, maintain and supervise all safety precautions and programs in connection with the work. The Vendor(s) shall provide the necessary equipment and comply with all City, State and or Federal safety regulations.

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

If at any time during the performance of the work required by the Contract(s), a Vendor(s) finds, or has reason to suspect, the presence of mold, asbestos, lead paint, or other hazardous materials, in the work area, the Vendor(s) shall immediately notify the State representative setting forth their observations, suspicions and requesting instructions. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. At the same time, the Vendor(s) shall withdraw all personnel from the potentially contaminated area. The Vendor(s) shall fully cooperate with the State and perform any remedial work as directed.

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

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

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

The Vendor(s) shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. The Vendor(s) shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, and labor furnished under this contract(s), shall be done, and furnished strictly pursuant to, and in conformity with the specifications described herein, and the direction of the State representatives as given from time to time during the progress of the work, under the terms of this contracts).

The Vendor(s) shall adequately secure and protect their own tools, equipment, materials and supplies. The State assumes no liability for any damage, theft, or negligent injury to the Vendor's property or to the property of their employees, agents or approved sub-contractors.

The Vendor(s) shall be responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other personnel performing any of the work under a contract(s).

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 equipment provided by the Vendor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire.

The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

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

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

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

**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.

Bidders will be required to sign and return a non-disclosure agreement (NDA) to view information necessary to submit a response to this RFB. The NDA may be found as attachment #3 to this posting. The NDA must be signed and returned by submitting email request for supporting documents to RFB 2545-23 Duct System Cleaning, to Mathew Stanton [Mathew.T.Stanton@DAS.NH.gov](mailto:Mathew.T.Stanton@DAS.NH.gov).

PLEASE SEE ATTACHMENT #2 Offer Section

**VENDOR CONTACT INFORMATION:**

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

<u>Charles (Chuck) Cooper</u>	<u>(502) 213.3165</u>	<u>(888) 845.3952</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>ccooper@hughesenv.com</u>	<u>https://www.hughesenv.com</u>	
E-mail Address	Company Website	
<u>Hughes Environmental, Inc</u>	<u>908 S 8th Street, Ste 500, Louisville, KY 40203</u>	
Vendor Company Name	Vendor Address	

**ATTACHMENTS:**

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

Attachment 1: SECTION 23 0130 HVAC AIR-DISTRIBUTION SYSTEM CLEANING

Attachment 2: Offer Sheet

Attachment 3: NDA Document

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

## Microsoft Teams meeting

**Join on your computer, mobile app or room device**

[Click here to join the meeting](#)

Meeting ID: 246 289 761 424

Passcode: V94bQf

[Download Teams](#) | [Join on the web](#)

**Join with a video conferencing device**

nhgov@m.webex.com

Video Conference ID: 112 250 831 2

[Alternate VTC instructions](#)

**Or call in (audio only)**

+1 603-931-4944,,775804243# United States, Concord

Phone Conference ID: 775 804 243#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

# SAMPLE FORM TO BE COMPLETED UPON AWARD

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

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

## AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  <div style="text-align: right;">Date:</div>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  <div style="text-align: right;">Date:</div>		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.

**STATE OF NEW HAMPSHIRE**  
**DIVISION OF PROCUREMENT AND SUPPORT SERVICES**  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX  
25 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6398

DATE OF CHANGE: August 4, 2023

**ADDENDUM # 1 TO BID INVITATION 2545-23**

**DATE OF BID CLOSING:** 8/16/2023

**TIME OF BID CLOSING:** 10:00 AM (EST)

**FOR:** HVAC Duct System Cleaning Services

**Question #1** Please confirm that hard surfaces such as ceilings and/or walls are not required to be cut into in order to facilitate cleaning.

**States Response #1** Confirmed, hard surfaces such as ceilings and/or walls are not required to be cut into in order to facilitate cleaning.

**Question #2** Please confirm that lifts and/or scaffolding are not required and all work will be done off ladders.

**States Response #2** Committee rooms and offices, auditoriums and atriums may require lifts/scaffolding.

**Question #3** Are Prevailing Wage Rates Applicable and if so please provide rate schedule.

**States Response #3** Prevailing Wage Rates are not applicable.

**Question #4** Please confirm contractor is not required to perform testing services or repairs.

**States Response #4** Not required, please refer to section 2.3 Treatment Materials/Testing.

**PURCHASING AGENT:** Mathew Stanton

**Email:** [NH.Purchasing@das.nh.gov](mailto:NH.Purchasing@das.nh.gov)

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

BIDDER Hughes Environmental, Inc ADDRESS 908 S 8th St, Ste 500

BY  Louisville, KY 40203

(this document must be signed)

Charles Cooper TEL. NO. (888) 845.3952

(please type or print name)

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.