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State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

April 23, 2024

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 D. L. King & Associates, Inc., (VC# 168979) Merrimack, New Hampshire, for a total price not to exceed $334,840.00 for door installation and repair services at several state-owned buildings managed by the Department of Administrative Services. The term of the contract shall begin on July 1, 2024, or upon approval of the Governor and Executive Council whichever is later, through June 30, 2026, a period of approximately two (2) years with an option to renew for an additional year subject to Governor and Council approval.

Funds are anticipated to be available through various individual Department of Administrative Services budgeted class 048 contract maintenance line expenditures for Fiscal Years 2025 and 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years with the price limitation through the Budget Office, if needed and justified.

EXPLANATION

In accordance with RSA 21-I:12, II, the Department of Administrative Services, Division of Plant and Property is responsible to "provide for the general maintenance of state-owned buildings and grounds, except as otherwise provide by law. The Division of Plant and Property Management maintains ninety-one state owned buildings located throughout the State. This contract will be utilized to obtain timely repair of defective interior and exterior doors and or installation of new interior or exterior doors and related hardware for its buildings located throughout the State.

A request for bids was issued and placed on the State of New Hampshire, Bureau of Purchase and Property web site on March 18, 2024. In addition to posting the bid on our web site, we also notified eighteen (18) vendors that are registered with the Bureau of Purchase and Property regarding the bidding opportunity. We receive one bid. The bid was awarded by region. Attached is a copy of the bid summary.

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

Door Repair and Installation Services

RFB DAS 2024-04

April 11, 2024 @ 11:00 AM

Bid Award Summary

Award by Region

Concord Area

Concord, Hooksett - Approximately 60 Facilities

Vendor	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			
D. L. King & Associates, Inc.	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	Total Estimated Amount in Dollars
	1,650	$92.00	$151,800	16	$130	$2,080	
	Materials		$90,000	Materials		$7,500	
Total			**$241,800**			**$9,580**	**$251,380**

South

Manchester, Derry, Nashua, Milford, Merrimack - Approximately 7 Facilities

Vendor	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			
D. L. King & Associates, Inc.	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	Total Estimated Amount in Dollars
	48	$92.00	$4,416	8	$130	$1,040	
	Materials		$10,000	Materials		$2,500	
Total			**$14,416**			**$3,540**	**$17,956**

Door Repair and Installation Services

RFB DAS 2024-04

April 11, 2024 @ 11:00 AM

Bid Award Summary

Award by Region

Central

Laconia, Plymouth, Franklin - Approximately 7 Facilities

Vendor	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			
D. L. King & Associates, Inc.	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	Total Estimated Amount in Dollars
	48	$102.00	$4,896	8	$140	$1,120	
	Materials		$10,000	Materials		$2,500	
Total			**$14,896**			**$3,620**	**$18,516**

Seacoast

Portsmouth, Dover, Brentwood, Rochester, Hampton - Approximately 5 Facilities

Vendor	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			
D. L. King & Associates, Inc.	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	Total Estimated Amount in Dollars
	48	$102.00	$4,896	8	$140	$1,120	
	Materials		$10,000	Materials		$2,500	
Total			**$14,896**			**$3,620**	**$18,516**

Door Repair and Installation Services
RFB DAS 2024-04
April 11, 2024 @ 11:00 AM
Bid Award Summary

Award by Region

North
Ossipee, North Conway, Lancaster - Approximately 3 Facilities

Vendor	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			
D. L. King & Associates, Inc.	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	Total Estimated Amount in Dollars
	32	$120.00	$3,840	8	$156	$1,248	
	Materials		$7,500	Materials		$2,000	
Total			**$11,340**			**$3,248**	**$14,588**

West
Lebanon, Jaffrey - Approximately 2 Facilities

Vendor	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM			Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM			
D. L. King & Associates, Inc.	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	Total Estimated Amount in Dollars
	32	$102.00	$3,264	8	$140	$1,120	
	Materials		$7,500	Materials		$2,000	
Total			**$10,764**			**$3,120**	**$13,884**

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name D.L. King & Associates, Inc.		1.4 Contractor Address 45 Bates Rd., Merrimack, NH 03054	
1.5 Contractor Phone Number (603) 262-5838	1.6 Account Unit and Class Various	1.7 Completion Date June 30, 2026	1.8 Price Limitation $334,840.00
1.9 Contracting Officer for State Agency Andrea L. Williams-Cameron		1.10 State Agency Telephone Number (603) 271-6864	
1.11 Contractor Signature CEO Date: 4/18/24		1.12 Name and Title of Contractor Signatory A. Dean King, CEO	
1.13 State Agency Signature Date: 4/24/24		1.14 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 5/14/24			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 4/18/24

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

Contractor Initials
Date 4/18/24

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

Contractor Initials
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14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials
Date 4/18/24

EXHIBIT "A"

SPECIAL PROVISIONS

1. **No Special Provisions.**

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EXHIBIT "B"

SCOPE OF SERVICES

1. **The Contractor shall provide "Door Repair and Installation Services"** to facilitate the timely repair of defective interior and exterior doors, power operated and low energy doors and or installation new interior or exterior doors and related hardware for state owned buildings located at the following regions:

   Concord Area - Concord, Hooksett - Approximately 60 facilities
   South Area – Manchester, Derry, Nashua, Milford, Merrimack - Approximately 7 facilities
   Central Area – Laconia, Plymouth, Franklin - Approximately 7 Facilities
   Seacoast Area – Portsmouth, Dover, Brentwood, Rochester and Hampton Approximately 5 facilities
   North Area – Ossipee, North Conway, Lancaster - Approximately 3 Facilities
   West Area – Lebanon, Jaffrey - Approximately 2 Facilities

2. The term of this non-exclusive contract shall begin on July 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through June 30, 2026, a period of approximately two (2) years. The contract may be extended for one additional year at terms and conditions acceptable to both parties. Any such contract extension shall be subject to approval by Governor and Council.

3. The State has the right to terminate the contract at any time giving the Contractor a thirty-day written notice.

4. The term," **Door Repair and Installation Services", as used above shall include providing all** supervision, labor, materials, transportation, tools, machinery, and equipment necessary to satisfactorily complete the "Door Repair and Installation Services" as identified herein. Individual projects shall not exceed $25,000 including all costs associated with any individual project, including supervision, labor, material, equipment, machinery and supplies etc., unless a waiver is granted by the Director of Plant and Property Management. The Contractor shall submit a firm price not to exceed quote for individual projects at rates established in this contract. For projects requiring immediate attention or projects where it is not practical to utilize the fixed price not to exceed quotes, the Contractor shall work on a Time and Materials basis subject to review and approval by the State Project Manager.

5. **"Door Repair and Installation Services" shall include the following at a minimum:**

   a) Repair of defective interior and exterior wood and metal doors, thresholds, frames including lites, hinges and related hardware to make the doors safe, secure and function properly.
   b) Installation of new interior and exterior wood and metal doors, frames including any lites, hinges and related hardware.
   c) Repair of defective power operated pedestrian doors and associated systems and hardware.
   d) Repair of defective low energy door operators and related systems and hardware.
   e) Repair of defective power assisted ADA door controls and operators.
   f) Maintain, repair, and inspect power operated pedestrian doors and associated systems and hardware.

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g) Maintain, repair, and inspect low energy door operators and related systems and hardware.
h) Installation of power assisted ADA door controls and operators.
i) Installation of new interior and exterior power operated pedestrian doors and low energy door operators.
j) Wiring and installation of security wiring and latches to facilitate installation of security system by others.
k) Door hardware and keying services related to new door installations either in house or through a subcontractor.
l) Other general door related repairs as requested by the State.

6. All "Door Repair and Installation Services", shall comply at a minimum with the following guidelines:

Description	Reference #
Butts and Hinges	ANSI 156.1 – 2016
Locks and Latches	ANSI 156.2 – 2017
Exit Devices	ANSI 156.3 – 2014
Door Control Closers	ANSI 156.4 – 2019
Cylinder and Input Devices for Locks	ANSI 156.5 – 2020
Architectural Door Trim	ANSI 156.6 – 2015
Hinge Templates	ANSI 156.7 – 2016
Overhead Stops and Holders	ANSI 156.8 – 2015
Power Operated Pedestrian Doors	ANSI 156.10 – 2017
Interconnected Locks	ANSI 156.12 – 2018
Mortise Locks	ANSI 156.13 – 2017
Materials and Finishes	ANSI 156.18 – 2016
Door Preps Steel and Wood	ANSI 156.115 – 2016
Electric Strikes and Frame Mounted Actuators	ANSI 156.31 – 2013
Continuous Hinges	ANSI 156.26 – 2017
Electrified Locking Devices	ANSI 156.25 – 2018
Thresholds	ANSI 152.21 – 2019
Power Assist and Low Energy Power Operated Doors	ANSI 156.19 – 2019

7. The typical working hours will range from 7:00 AM and 5:00 PM Monday through Friday, but occasions may arise which will require work to be performed before or after these hours, on weekends, or holidays. The typical working hours may vary by the type of facility or the operational needs of the State where work is being performed and will be established at the beginning of each project. All work performed shall be scheduled by the State Project Manager from the Department of Administrative Services.

8. The Contractor shall notify the State Project Manager of any maintenance related issues that are discovered while performing the work.

9. The Contractor shall secure and pay for any permits, government fees and inspections required by the authorities having jurisdiction. The Contractor shall ensure that any inspections are made by the appropriate State or local authority having jurisdiction.

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10. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:
    a) All employees of the work and all other persons who may be affected thereby.
    b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off-the site, under the care; custody or control of the Contractor or any of their subcontractor(s).

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

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

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

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

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

16. The Contractor shall respond by phone or other electronic device to all door repair service calls within one business day after report of occurrence.

17. The Contractor shall ensure that all materials shall be of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new unless otherwise specified and Door Repair and Installation Services shall be good quality free from faults and defects.

18. The Contractor shall further ensure that all dirt and debris resulting from the work under any resulting contract shall be disposed of at the end of each day or at the completion of work.

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

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Date 4/18/24

20. If sub-contractors are to be utilized, please provide information regarding the proposed subcontractors including the name of the company, their address and contact person. The State must approve any sub-contractor before being allowed to perform any work. Any subcontractors must provide proof of general liability and workers compensation insurance before starting any work.

21. The Contractor is responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under this contract.

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

23. 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.

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

25. 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.

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

27. The Contractor 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 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, labor furnished under this contract, shall be done, and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.

28. The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements, or other causes.

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

Initials BC
Date 4/18/24

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Door Repair and Installation Services" at the rates listed below for a not to exceed total of **$334,840.00** for the period commencing on July 1, 2024, or upon Governor and Council approval whichever is later through June 30, 2026 (herein after referred to as the contract price) in return for the services described in Exhibit "B".

2. **Scheduled Door Repair and Installation Services**
   The Contractor shall submit not to exceed firm price quotes for individual projects at rates established in this contract. The firm price not to exceed quotes shall be based on the hourly rates and material and subcontractor mark up rates listed below. The Vendor shall provide back up for any materials or subcontractor work quoted to verify mark up in the fixed price quote.

   The following information is required on all work completed under not to exceed firm price quote invoices:

   Dates and location of the services;
   Detail of the work performed;
   Copy of the Contractor's approved not to exceed firm price quote.

3. **Emergency and Time and Material Door Repair and Installation Services**
   For emergency projects requiring immediate attention, or projects where it is not practical to utilize the firm fixed not to exceed quote, the Contractor shall work on a Time and Materials basis subject to review and approval of the State Project Manager. The hourly rates shall be at the rates listed below for the actual amount of time at the respective job sites. The mileage charge shall be the mileage reimbursement rate as established for the calendar year by the Internal Revenue Service. The rate for calendar 2024 is $0.67 per mile portal to portal, or the distance from the previous worksite to the new worksite, whichever is less. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time. All materials and supplies including subcontractors may be invoiced at a markup not to exceed 30% over contractor's cost. Subcontractors work may be invoiced at a markup not to exceed 10% over contractor's cost.

   The following additional information must be included on all invoices for Time and Materials repairs and installations:

   Detail of work performed;
   Dates and location of services;
   Copy of the Contractor's material invoices to verify mark up and number of hours per person worked.

Initials
Date 4/18/24

4. **Rate Schedule**

Concord Area
Concord, Hooksett - Approximately 60 facilities

Description	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install	$92.00	$130.00

South
Manchester, Derry, Nashua, Milford, Merrimack - Approximately 7 facilities

Description	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install	$92.00	$130.00

Central
Laconia, Plymouth, Franklin - Approximately 7 facilities

Description	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install	$102.00	$140.00

Seacoast
Portsmouth, Dover, Brentwood, Rochester, Hampton - Approximately 5 facilities

Description	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install	$102.00	$140.00

Initials
Date 4/18/24

North
Ossipee, North Conway, Lancaster - Approximately 3 facilities

Description	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install	$120.00	$156.00

West
Lebanon, Jaffrey - Approximately 2 facilities

Description	Hourly Rate Per Person Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Per Person Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install	$102.00	$140.00

5. The Contractor shall submit invoices to the State at the rates quoted in this contract. Invoices shall be submitted to the State after completion of the work to the requesting state agency. Payments shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction. Payments will be made via ACH unless otherwise specified by the State.

6. The Contractor shall submit invoices to the State at the following addresses:

   State of New Hampshire
   Central Facilities Bureau
   Generalservices.accountspayable@das.nh.gov

   State of New Hampshire
   Bureau of Court Facilities
   Diane Cantin
   19 Pillsbury Street
   Concord, NH 03301

Initials
Date 4/18/24

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 D.L. KING & ASSOCIATES, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on December 29, 1999. 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: **332476**

Certificate Number : **0006673497**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **22nd** day of **April** A.D. **2024.**

David M. Scanlan

Secretary of State

Corporate Resolution

I, Lisa M. King, **hereby certify** that I am duly elected Clerk/Secretary/Officer
(Name)
of D.L. King & Associates, Inc.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on April 18, 2024,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That A. Dean King, CEO (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

D.L. King & Associates, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

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

DATED: April 18th 2024 **ATTEST:** Lisa M King President
(Name & Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/11/2024

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

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

PRODUCER
THE ROWLEY AGENCY LLC
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Renee Skillings
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: rskillings@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Citizens Insurance Co.	31534
INSURER B: Allmerica Financial Benefits	41840
INSURER C: Hanover Insurance Co.	22292
INSURER D: Massachusetts Bay Ins. Co.	22306
INSURER E:	
INSURER F:	

INSURED
D.L. King & Associates, Inc.
45 Bates Rd
Merrimack NH 03054

COVERAGES CERTIFICATE NUMBER: 23-24 All Lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			ZBV J539525-00	9/3/2023	9/3/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			AWV J539507-00	9/3/2023	9/3/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			UHV J539526-00	9/3/2023	9/3/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
							PRODUCTS/COMP OPS AGG	$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WDV J539518-00 3A STATES: NH/MA Excluded Officers: Dean & Lisa King	9/3/2023	9/3/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	LEASED/RENTED EQUIPMENT			ZBV J539525-00	9/3/2023	9/3/2024	LIMIT	35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Door Repair and Installation Services

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Svcs
Charles Arlinghaus or designee
25 Capitol Street, Room 120
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Renee Skillings/RLS
Renee L. Skillings, CRIS

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