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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street
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

September 25, 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 Blake Thermal Sales & Service Inc. (VC#392691), East Windsor, CT, in an amount up to and not to exceed \$309,758.75 for Cleaver Brooks boiler maintenance and repair with an option to extend for up to an additional two years effective upon Governor and Executive Council approval through August 31, 2027.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued request for bid (RFB) 2922-24 on June 12, 2024, with responses due on June 27, 2024. This bid reached 51 vendors through the NIGP registry with an additional one directly sourced. There was one compliant response from Blake Thermal Sales & Service Inc. due to requiring special certifications from the manufacturer so as not to void any warranties.

Currently, the statewide Contractors must subcontract with Blake Thermal Sales & Service Inc. because they are the only manufacturer certified Vendor in the Northeast region as documented by Cleaver Brooks' letter accompanied with the bid submission which unnecessarily increases costs for the State. The requested price limitation also includes an allowance of \$61,951.75 (25%) to add new locations, new or replacement equipment, and unplanned purchases or repairs under the contractor's balance of product line. Material costs associated with HVAC repairs continue to trend upwards of 20-25%. Additionally, the BoPP has considered information from the US Bureau of Labor and Statistics, which reflects nearly a 6% increase in private sector wages since 2020 per the following chart which can be found at <https://www.bls.gov/eci/home.htm>.

Contract financials	
Estimated year 1 spend	\$82,602.33
Estimated year 2 spend	\$82,602.33
Estimated year 3 spend	\$82,602.34
Estimated 3-year term spend	\$247,807.00
Add allowance for balance of product line (25%)	\$61,951.75
Requested price limitation	\$309,758.75

The proposed contract with Blake Thermal Sales & Service Inc. includes a provision whereby price decreases take effect as they become available to the general trade which will be closely monitored by the BoPP. Upon approval the BoPP will assess market conditions quarterly with the intent to terminate and rebid to capitalize on significant cost reductions as the market trends normalize.

Based on the foregoing, I am respectfully recommending approval of the contract with Blake Thermal Sales & Service Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Cleaver Brooks Boiler Preventative Maintenance and Repair Services	Agency	Statewide
RFB#	2922-24	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	6/27/2024 @ 9:00 am

Indicates Award:

		Industrial Steel & Boiler Services, Inc.		
		Annual Rate	Annual Rate	Term Total
		Year 1 & 2	Year 3	
281 North State Street, Concord		\$24,780.00	\$31,035.00	\$58,595.00
29 Hazen Drive, Concord		\$23,990.00	\$25,815.00	\$73,795.00
33 Green Street, Concord		\$26,335.00	\$28,390.00	\$81,060.00
11 Instituto Drive, Concord		\$5,260.00	\$5,650.00	\$16,170.00
	Sub Total			\$259,620.00

Estimated year 1 spend	\$82,602.33
Estimated year 2 spend	\$82,602.33
Estimated year 3 spend	\$82,602.34
Estimated term spend	\$247,807.00
Add allowance for balance of product line	\$61,951.75
Recommended price limitation	\$309,758.75

Statewide Contract or Amendment	Statewide Contract
Term of Contract	3 years w/option to extend for two years
Price Limitation	\$309,758.75
Number of Solicitations Received	2
Number of Sourced bidders	1
Number of NIGP Vendors Sourced	51
Number of non-responsive bidders	50
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes
Expiring Contract Price Limitation	N/A - new contract

Special Notes: Bid from Industrial Steel & Boiler Services, Inc. is not compliant due to not having the manufacturer certifications as validated by the manufacturer. However, Industrial Steel & Boiler Services, Inc.'s bid is still 4.7% higher than Blake Thermal Sales and Service Inc.'s bid.

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 Concord, NH 03301	
1.3 Contractor Name Blake Thermal Sales & Service Inc.		1.4 Contractor Address 4 New Park Road East Windsor, CT 06088	
1.5 Contractor Phone Number (603) 624-1507 (603) 867-8466	1.6 Account Unit and Class Various	1.7 Completion Date 8/31/2027	1.8 Price Limitation \$309,758.75
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number (603) 271-3606	
1.11 Contractor Signature <i>Nicholas Melanson</i> Date: 8/13/2024		1.12 Name and Title of Contractor Signatory Nicholas Melanson, Vice President, Sales	
1.13 State Agency Signature  Date: 8/27/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: September 18, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

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.

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EXHIBIT A - SPECIAL PROVISIONS

- 1.1. The State of New Hampshire shall have the right to terminate the contract at any time with a thirty (30) day written notice to the Contractor. The State of New Hampshire will compensate the Contractor for any labor or materials provided up until the time of cancellation.

EXHIBIT B - SCOPE OF SERVICES

2. INTRODUCTION:

2.1. Blake Thermal Sales & Service 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 Cleaver Brooks Boiler Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid 2922-24 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 2922-24
- 3.1.6. EXHIBIT E Contractor's Bid Response
- 3.1.7. APPENDIX A Scope of Services at 33 Green Street
- 3.1.8. APPENDIX B Scope of Services at 29 Hazen Drive
- 3.1.9. APPENDIX C Scope of Services at 11 Institute Drive
- 3.1.10. APPENDIX D Scope of Services at 281 North State Street

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 2922-24," (5) EXHIBIT E "Contractor's Bid Response," (6) APPENDIX A "Scope of Services at 33 Green Street," (7) APPENDIX B "Scope of Services at 29 Hazen Drive," (8) APPENDIX C "Scope of Services at 11 Institute Drive," and (9) APPENDIX D "Scope of Services at 281 North State Street."

4. TERM OF CONTRACT:

- 4.1. The term of the contract shall commence September 1, 2024, or upon execution by the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of approximately three (3) years.
- 4.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions, and pricing structure with the approval of the Governor and Executive Council.
- 4.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.
- 4.4. The Contract may be amended, by agreement of the parties, without further approval needed by the Governor and Executive Council if the price limitation is unchanged or decreased as a result of the new or deleted location.

5. SCOPE OF WORK:

- 5.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein, including Appendix A, B, C, and D at a minimum, and according to the manufacturer's specifications.
- 5.2. The Contractor must be licensed to work in the State of New Hampshire, have a minimum of Five (5) years' verifiable commercial experience in boiler maintenance and repair. Technicians employed by the Contractor must have a State of New Hampshire Gas Fitter's license. The Contractor must be certified by the manufacturers to work on any of the equipment described in this bid and able to provide the certificates as applicable.

6. EMERGENCY REPAIRS:

- 6.1. Emergency repairs are defined as urgent, have impacted the safety of personnel, or impacted the operational capability of the State and are needed within 24 – 48 hours of notification to the Contractor. The Contractor shall provide repair rates at the hourly rates for the State facilities listed herein. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.
- 6.2. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.
- 6.3. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.
- 6.4. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained and certified technicians so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. Contractor shall provide a not to exceed estimate before starting any work. If overtime is necessary and is determined to be caused by the Contractor, the State may at their discretion deduct a portion of the additional time.

7. OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY):

- 7.1. The Contractor shall provide repair rates at the hourly rates for the State facilities listed herein for other repairs that are not a part of preventative maintenance and are not emergency repairs. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.
- 7.2. Requests to repair and/or replace parts shall be approved in advance by the State representative. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.
- 7.3. The Contractor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

8. ADDITIONAL REQUIREMENTS:

- 8.1. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 8.2. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 8.3. The State shall require correction of any defective work and the repair of any damages to any part of a building, or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 8.4. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued

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

- 8.5. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
 - 8.6. 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.
 - 8.7. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
 - 8.8. 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.
 - 8.9. 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.
9. **WARRANTY REQUIREMENTS:**
- 9.1. The Contractor shall be required to provide warranties on all services and new equipment provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date 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..
10. **USAGE REPORTING:**
- 10.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Jonah Rosa at the Bureau of Purchase and Property and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:
 - 10.1.1. Contract Number
 - 10.1.2. Utilizing Agency and Eligible Participant
 - 10.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 10.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - 10.1.4.1. Percentage of recycled materials contained within finished products
 - 10.1.4.2. Percentage of waste recycled throughout the manufacturing process
 - 10.1.4.3. Types and volume of packaging used for transport
 - 10.1.4.4. Any associated material avoided and/or recycled as applicable under contract
 - 10.1.4.5. A standardized reporting form will be provided after contract award
 - 10.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 10.1.6. In Excel format
11. **AUDITS AND ACCOUNTING:**
- 11.1. The Contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.
 - 11.2. At intervals during the contract term, and prior to the termination of the contract, the Contractor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

12. ACCOUNT REPRESENTATIVE:

12.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

12.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

12.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

12.2. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.

13. ESTABLISHMENT OF ACCOUNTS:

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

14. ELIGIBLE PARTICIPANTS:

14.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

15. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

15.1. The Contractor shall provide all Cleaver Brooks boiler maintenance and repair services strictly pursuant to, and in conformity with, the specifications described in State RFB 2922-24, as described herein, and under the terms of this Contract.

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

15.3. 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.

15.4. 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://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).

15.5. 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.

15.6. 19.2. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

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

16.1. 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.

17. CONFIDENTIALITY & CRIMINAL RECORD:

17.1. 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

18. CONTRACT PRICE:

18.1. The Contractor hereby agrees to provide Cleaver Brooks boiler maintenance and repair services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$309,758.75; 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.

19. PRICING STRUCTURE:

Agency	Division / Bureau / District	Facility Name	Address	Town	Annual Rate	Annual Rate
					Year 1 & 2	Year 3
Dept. of Corrections		State Prison for Men	281 North State Street	Concord	\$31,250.00	\$32,553.00
Dept. of Health and Human Services	Central Facilities Bureau	Multi-Agency	29 Hazen Drive	Concord	\$25,300.00	\$26,355.00
Dept. of Administrative Services	Central Facilities Bureau	Historical Society	33 Green Street	Concord	\$22,400.00	\$23,334.00
Dept. of Administrative Services	Central Facilities Bureau	Shepard Building	11 Institute Drive	Concord	\$2,520.00	\$2,625.00

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

Labor Rates Per Hour Per Person	
Normal Business Hours (Monday through Friday; 8:00 am to 4:00 pm) *excludes State holidays	\$165.00
After Normal Business Hours (Monday through Friday; 4:01 pm to 7:59 am) *excludes State holidays	\$247.50
Saturday, Sunday, and Holidays (8:00 am to 4:00 pm)	\$330.00
Saturday, Sunday, and Holidays (4:01 pm to 7:59 am)	\$330.00
*Holidays shall be based on State designated holidays	

20. CONTRACTORS'S BALANCE OF PRODUCT LINE ITEMS:

20.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

21. INVOICE:

21.1. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

- 21.1.1. State of NH purchase order (PO) number if applicable
- 21.1.2. State of NH contract number
- 21.1.3. State of NH ordering agency information
 - 21.1.3.1. Name and contact information of ordering individual
 - 21.1.3.2. Name of ordering state agency / department
 - 21.1.3.3. Address of ordering state agency / department
 - 21.1.3.4. Name and contact information of ordering state agency accounts payable office
- 21.1.4. Date of purchase

- 21.1.5. Date of delivery
- 21.1.6. Contractor order number
- 21.1.7. Contractor account representative name and contact information
- 21.1.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment
- 21.1.9. Items backordered and their delivery date

22. PAYMENT:

- 22.1. 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>.
- 22.2. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

Contractor Initials NM

Date 8/13/24

EXHIBIT D - RFB 2922-24

RFB 2922-24 is incorporated here within.

Contractor Initials NM

Date 8/13/24

EXHIBIT E - CONTRACTOR'S BID

Contractor's bid is incorporated here within.

Contractor Initials NM

Date 8/13/24

Contract 8003512
Cleaver Brooks Boiler
Maintenance and Repair Services

1. The Contractor shall provide "steam heating system maintenance and inspection services" for Cleaver Brooks boilers and associated steam heating system equipment located at 33 Green Street, Concord, NH for the Department of Administrative Services, Central Facilities Bureau.
2. The term "steam heating system maintenance and inspection services" as used above shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement is as follows:
 - 2.1. Cleaver Brooks Steam Boiler, Model # CBEX-E-700-250-150ST, Serial # T6687-1-1
 - 2.2. Cleaver Brooks Steam Boiler, Model # CBEX-E-700-250-150ST, Serial # T6687-1-2
 - 2.3. Cleaver Brooks Deaerator, Model # SM-15-260-2E, Serial # T6687-4-1
 - 2.4. Cleaver Brooks Surge Tank, Model # SRG-600, Serial # T6687-5-1
3. 4. The term "steam heating system maintenance and inspection services," as used above shall mean inspecting and servicing the equipment list above as described herein according to manufacturer's recommendations.
 - 3.1. Summer Maintenance (before end of May):
 - 3.1.1. Drain and open both boilers fire and waterside for inspection.
 - 3.1.2. Inspect pressure vessel for cracks, visible corrosion, and scale.
 - 3.1.3. Inspect attaching mechanisms.
 - 3.1.4. Inspect boiler for any visible signs of hot spots and discoloration.
 - 3.1.5. Inspect fireside of boilers, clean heat exchanger surfaces as needed to be free of soot.
 - 3.1.6. Inspect the refractory and insulation for wear.
 - 3.1.7. Open waterside man holds and handholds for inspection.
 - 3.1.8. Inspect and flush water side of boilers with water.
 - 3.1.9. Have boiler opened and available for inspection by State boiler inspector.
 - 3.1.10. Replace water column and gauge glass for wear and etching.
 - 3.1.11. Open and inspect internals of low water cutoff equipment.
 - 3.1.12. Leave boiler open and install State supplied lights with GFI protection.
 - 3.1.13. DA Tank:
 - 3.1.13.1. Open manway, flush surfaces, level sensor and blowdown column.
 - 3.1.13.2. Inspect anode. Replace, if too corroded to withstand another season, with State supplied anode
 - 3.1.13.3. Leave unit open and install State supplied lights with GFI protection.
 - 3.1.14. Surge Tank:
 - 3.1.14.1. Open and flush waterside surfaces, level sensors, and blowdown column.
 - 3.2. Fall Maintenance (before end of September):
 - 3.2.1. Provide fireside and waterside gaskets.
 - 3.2.2. Reseal boiler access panels both fireside and water side.
 - 3.2.3. Blow down the gauge glass & assembly.
 - 3.2.4. Perform a low drain test of low water cutoff.
 - 3.2.5. Inspect and flush pressure control tree as needed.

Contract 8003512
Cleaver Brooks Boiler
Maintenance and Repair Services

- 3.2.6. Test water column water level ports.
- 3.2.7. Test operation of safety controls.
- 3.2.8. Test flame failure detection system for pilot & main fuels.
- 3.2.9. Test flame failure safety shutdown timing.
- 3.2.10. Test fuel train interlocks.
- 3.2.11. Test high and low fuel temperature/pressure interlocks.
- 3.2.12. Test operating and high limit control functionality.
- 3.2.13. Test trial for ignition and full sequence timing.
- 3.2.14. Inspect the feed water valve and controls for proper operation.
- 3.2.15. Inspect blowdown valve and equipment for leakage and wear.
- 3.2.16. Close boiler and test fire.
- 3.2.17. DA Tank:
 - 3.2.17.1. Provide gaskets and close waterside
 - 3.2.17.2. Be sure all makeup water and autofeed valves are functioning accordingly
 - 3.2.17.3. Adjust the existing Cleaver Brooks steam heating system controls to ensure that the DA tank works properly.
 - 3.2.17.4. Bring the DA tank online.
 - 3.2.17.5. Verify software and programming is setup correctly, make adjustments as necessary.
- 3.2.18. Surge Tank:
 - 3.2.18.1. Adjust the existing Cleaver Brooks steam heating system to ensure that the new surge tank and controls integrate and work properly.
 - 3.2.18.2. Bring Surge Tank online.
- 3.3. Winter Maintenance (before end of December):
 - 3.3.1. Tune boilers for optimum efficiency and provide written report of combustion results for each boiler.
- 4. **The Contractor shall, in performing the services as described herein utilize mechanics certified to repair and maintain Cleaver Brooks steam boilers systems and associated equipment and controls.**
- 5. **All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and gaskets shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Contracting Officer or his designated representative.**
- 6. **The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the contracting officer's signature thereon.**
- 7. **The State shall:**
 - 7.1. Shut down and cool the steam heating equipment prior to Contractor's arrival.
 - 7.2. Lockout and tag out all equipment.
 - 7.3. Schedule State boiler inspector.
 - 7.4. Perform bi-weekly inspections to check lights in the boilers and DA tank are working and no moisture is collecting on metal surfaces.

Contract 8003512
Cleaver Brooks Boiler
Maintenance and Repair Services

- 7.5. Be able to provide full steam load to tune boilers.
- 7.6. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.

**Contract 8003512
Cleaver Brooks Boiler
Maintenance and Repair Services**

1. The Contractor shall provide "steam heating system maintenance and inspection services" for Cleaver Brooks boilers and associated steam heating system equipment located at 29 Hazen Drive, Concord, NH for the Department of Health and Human Services, Central Facilities Bureau.
2. The term "steam heating system maintenance and inspection services" as used above shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement is as follows:

Boiler	Model	Serial	Date	Input Nat. Gas	Manifold gas pres.	Max Pressure
1	CBLE-200-200-150ST	T2587-1-1	2011	8165000 btu/hr	7.6 in.wc	150
2	CB-500-200	L-63154	1978	8,369,000 btu/hr		150
3	CB-558-200	L-52858	1971	8,369,000 btu/hr		150

Kunkle Relief Valve		Size	Capacity
KUN6010GFE01	6010GFW01AAM	1-1/4" x 1-1/2" MxF	3,593 LBS/HR @ 125 PSIG
KUN6010HGE01	6010HGE01AAM	1-1/2" x 2" MxF	5,598 LBS/HR @ 125 PSIG

Note: Two valves each for each boiler.

- 2.1. One valve on each boiler shall be replaced every two years are required.
3. The term "steam heating system maintenance and inspection services," as used above shall mean inspecting and servicing the equipment list above as described herein according to manufacturer's recommendations.
 - 3.1. Summer Maintenance (before end of May):
 - 3.1.1. Drain and open boilers fire and waterside for inspection.
 - 3.1.2. Inspect pressure vessel for cracks, visible corrosion, and scale.
 - 3.1.3. Inspect attaching mechanisms.
 - 3.1.4. Inspect boiler for any visible signs of hot spots and discoloration.
 - 3.1.5. Inspect fireside of boilers, clean heat exchanger surfaces as needed to be free of soot.
 - 3.1.6. Inspect the refractory and insulation for wear.
 - 3.1.7. Open waterside manholds and handholds for inspection.
 - 3.1.8. Inspect and flush water side of boilers with water.
 - 3.1.9. Have boiler opened and available for inspection by State boiler inspector.
 - 3.1.10. Replace water column and gauge glass for wear and etching.
 - 3.1.11. Open and inspect internals of low water cutoff equipment.
 - 3.1.12. Provide fireside and waterside gaskets.
 - 3.1.13. Reseal boiler access panels both fireside and water side.
 - 3.1.14. Blow down the gauge glass & assembly.
 - 3.1.15. Inspect and flush pressure control tree as needed.
 - 3.1.16. Perform a low drain test of low water cutoff.
 - 3.1.17. Perform ASME Gas Train Safety Test on Gas Valves
 - 3.1.18. Test operation of safety controls.
 - 3.1.19. Test flame failure detection system for pilot & main fuels.
 - 3.1.20. Test flame failure safety shutdown timing.

Contract 8003512
Cleaver Brooks Boiler
Maintenance and Repair Services

- 3.1.21. Test fuel train interlocks.
- 3.1.22. Test temperature/pressure interlocks.
- 3.1.23. Test operating and high limit control functionality.
- 3.1.24. Test trial for ignition and full sequence timing.
- 3.1.25. Inspect the feed water valve and controls for proper operation.
- 3.1.26. Inspect blowdown valve and equipment for leakage and wear.
- 3.1.27. Set Boiler Combustion and Record Results
- 3.1.28. Shipco Feedwater System:
 - 3.1.28.1. flush surfaces, level controls and blowdown column.
 - 3.1.28.2. Inspect anode. Replace, if necessary, with State supplied anode
 - 3.1.28.3. Provide gaskets and close
 - 3.1.28.4. Test operation of water level control system.
 - 3.1.28.5. Feedwater tank online.
- 3.2. Winter Maintenance (before end of December):
 - 3.2.1. Tune boilers for optimum efficiency and provide written report of combustion results for each boiler.
- 4. **The Contractor shall, in performing the services as described herein utilize mechanics certified to repair and maintain Cleaver Brooks steam boilers systems and associated equipment and controls.**
- 5. **All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and gaskets shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Contracting Officer or his designated representative.**
- 6. **The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the contracting officer's signature thereon.**
- 7. **The State will:**
 - 7.1. Shut down and cool the steam heating equipment prior to Contractor's arrival.
 - 7.2. Lockout and tag out all equipment.
 - 7.3. Schedule State boiler inspector.
 - 7.4. Operate condensate Return System and boiler feedwater system
 - 7.5. Be able to provide full steam load to tune boilers.
 - 7.6. Examine any documents submitted by the Contractor and rendering decisions pertaining there to promptly to avoid delay in the progress of the Contractor's work.

Contract 8003512
Cleaver Brooks Boiler
Maintenance and Repair Services

1. The Contractor shall provide “steam heating system maintenance and inspection services” for Cleaver Brooks boilers and associated steam heating system equipment located at 11 Institute Drive, Concord, NH for the Department of Administrative Services, Central Facilities Bureau.
2. The term “steam heating system maintenance and inspection services” as used above shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement is as follows:
 - 2.1. CFC-700-1500 hot water boilers two (2) - Cleaver Brooks, MB-1299
3. The term “steam heating system maintenance and inspection services,” as used above shall mean inspecting and servicing the equipment list above as described herein according to manufacturer’s recommendations.
 - 3.1. Annual service to be coordinated by customer and inspector:
 - 3.1.1. Open and clean heat exchanger
 - 3.1.2. Inspect condition of heat exchanger, refractory and burner assemblies
 - 3.1.3. Apply new fireside gaskets and close all fireside plates and ports
 - 3.1.4. Provide and install new flame rods and igniter and set to factory spec
 - 3.1.5. Test operation of safety device and controls
 - 3.1.6. Fire boiler and test all safety devices and controls
 - 3.1.7. Perform combustion test and provide combustion report

Contract 8003512
Cleaver Brooks Boiler
Maintenance and Repair Services

1. The Contractor shall provide “steam heating system maintenance and inspection services” for Cleaver Brooks boilers and associated steam heating system equipment located at 281 North State Street, Concord, NH 03301 for the Department of Corrections.
2. The term “steam heating system maintenance and inspection services” as used above shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement is as follows:

Make	Model	Serial Number	Blower Serial #
Cleaver Brooks	CB700X-350HP	0L077278	K215JL1851
Cleaver Brooks	CBJT-2W700-350-200ST	T9647-1-2	YA215TTFBD6004AB M
Cleaver Brooks	CBJT-2W700-350-200ST	T96471-1	YA215TTFBD6004AB M

- 2.1. Deaerator model SMP45-600-3G and serial PG-10318.
- 2.2. Surge tank information is unreadable.
3. The term “steam heating system maintenance and inspection services,” as used above shall mean inspecting and servicing the equipment list above as described herein according to manufacturer’s recommendations.

3.1. Summer Maintenance (before end of May):

- 3.1.1. Drain and open boilers fire and waterside for inspection.
- 3.1.2. Inspect pressure vessel for cracks, visible corrosion, and scale.
- 3.1.3. Inspect attaching mechanisms.
- 3.1.4. Inspect boiler for any visible signs of hot spots and discoloration.
- 3.1.5. Inspect fireside of boilers, clean heat exchanger surfaces as needed to be free of soot.
- 3.1.6. Inspect the refractory and insulation for wear.
- 3.1.7. Open waterside manholds and handholds for inspection.
- 3.1.8. Inspect and flush water side of boilers with water.
- 3.1.9. Have boiler opened and available for inspection by 10:00 AM on May 31, 2023, by State boiler inspector.
- 3.1.10. Inspect water column and gauge glass for wear and etching.
- 3.1.11. Open and inspect internals of low water cutoff equipment.
- 3.1.12. Provide fireside and waterside gaskets.
- 3.1.13. Reseal boiler access panels both fireside and water side.
- 3.1.14. Blow down the gauge glass & assembly.
- 3.1.15. Inspect and flush pressure control tree as needed.
- 3.1.16. Perform a low drain test of low water cutoff.
- 3.1.17. Perform ASME Gas Train Safety Test on Gas Valves
- 3.1.18. Test operation of safety controls.
- 3.1.19. Test flame failure detection system for pilot & main fuels.
- 3.1.20. Test flame failure safety shutdown timing.
- 3.1.21. Test fuel train interlocks.
- 3.1.22. Test temperature/pressure interlocks.

Contract 8003512
Cleaver Brooks Boiler
Maintenance and Repair Services

- 3.1.23. Test operating and high limit control functionality.
- 3.1.24. Test trial for ignition and full sequence timing.
- 3.1.25. Inspect the feed water valve and controls for proper operation.
- 3.1.26. Inspect blowdown valve and equipment for leakage and wear.
- 3.1.27. Set Boiler Combustion and Record Results
- 3.2. DA Tank:
 - 3.2.1. Open manway, flush surfaces, level controls and blowdown column.
 - 3.2.2. Check anode. Replace, if necessary, with State supplied anode
 - 3.2.3. Provide gaskets and close
 - 3.2.4. Test operation of water level control system.
 - 3.2.5. Bring the DA tank online.
- 3.3. Surge Tank:
 - 3.3.1. Open manway, flush surfaces, level controls and blowdown column.
 - 3.3.2. Check anode. Replace, if necessary, with State supplied anode
 - 3.3.3. Provide gaskets and close
 - 3.3.4. Test operation of water level control system.
 - 3.3.5. Bring the DA tank online.
- 3.4. Winter Maintenance December:
 - 3.4.1. Tune boilers for optimum efficiency and provide written report of combustion results for each boiler.
- 4. **The Contractor shall, in performing the services as described herein utilize mechanics certified to repair and maintain Cleaver Brooks steam boilers systems and associated equipment and controls.**
- 5. **All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and gaskets shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Contracting Officer or his designated representative.**
- 6. **The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the contracting officer's signature thereon.**
- 7. **The State shall:**
 - 7.1. Shut down and cool the steam heating equipment prior to Contractor's arrival.
 - 7.2. Lockout and tag out all equipment.
 - 7.3. Schedule State boiler inspector.
 - 7.4. Transfer DA and Surge Pump Operation and Condensate Return System to Operate off one tank or the other
 - 7.5. Be able to provide full steam load to tune boilers.
 - 7.6. Examine any documents submitted by the Contractor and rendering decisions pertaining there to promptly to avoid delay in the progress of the Contractor's work.

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 BLAKE THERMAL SALES & SERVICE INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on January 27, 2022. 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: 891830

Certificate Number: 0006674325



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

Corporate Resolution

I, Michele DePatie, hereby certify that I am a duly elected
(Print First and Last Name)
Clerk/Secretary/Officer of Blake Thermal Sales & Service, Inc. I hereby certify the
(Name of Corporation)
following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly
called and held on August 13, 2024, at which a quorum of the Directors/shareholders were
(Month, Day, Year)
present and voting.

VOTED: That Nicholas Melanson - Vice President, Sales; Christopher Nagle - General
Manager; Fred Cuda - President *(may list more than one person)*
(Printed Name and Title)

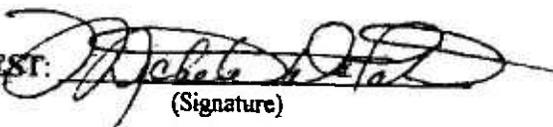
is duly authorized to enter into contracts or agreements on behalf of

Blake Thermal Sales & Service, 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 affect the purpose of
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force
and effect as of the date of the contract to which this certificate is attached. This authority
remains valid for ninety (90) 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: 8/13/2024

ATTEST:


(Signature)

Corporate Bylaws

I, Michele DePatie, hereby certify that I am duly elected
(Printed First and Last Name)

Clerk/Secretary/Officer of Blake Thermal Sales & Service, Inc. I hereby certify
(Name of Corporation)

the following is a true copy of the current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or Articles of Incorporation authorize the following officers or positions to bind the Corporation for contractual obligations.

Vice President, Sales
(list officer titles or position)

(list officer titles or position)

General Manager
(list officer titles or position)

(list officer titles or position)

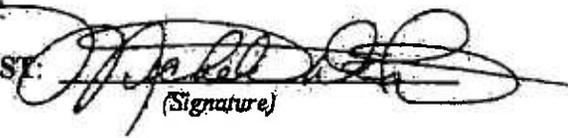
President
(list officer titles or position)

(list officer titles or position)

I further certify that the following individuals currently hold the office or positions authorized: Nicholas Melanson, Christopher Nagle, Fred Cuda
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation. This authority shall remain valid for ninety (90) days from the date of this certificate.

DATED: 8/13/2024

ATTEST: 
(Signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE(MB/DD/YYYY)
03/01/2024

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

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A.C. No. Ext): (866) 283-7122 FAX (A.C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Blake Thermal Sales & Service Inc. 4 New Park Rd East Windsor CT 06088 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Zurich Ins Co NAIC # 40142	
	INSURER B: Zurich American Ins Co 16535	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570104126362** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (RSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL0651081526	04/01/2024	04/01/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP 6510814-26	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC651067726	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: STATE OF NH, HEALTH AND HUMAN SERVICES, 29 HAZEN DRIVE, CONCORD, NH 03301. The certificate holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy, as required by written contract.

CERTIFICATE HOLDER STATE OF NH ADMINISTRATIVE SERVICES 25 CAPITOL STREET CONCORD NH 03301 USA	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 <i>Aon Risk Services Central Inc</i>

Certificate No. : 570104126362



**NEW HAMPSHIRE DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES**

**REQUEST FOR BID FOR
CLEAVER BROOKS BOILER PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
2922-24**

DUE DATE 6/27/2024 9:00 AM (EASTERN TIME)

Table of Contents

1. PURPOSE:	4
2. INSTRUCTIONS TO VENDOR:	4
3. BID SUBMITTAL:	4
4. BID INQUIRIES:	4
5. BID DUE DATE:	4
6. ADDENDA:	4
7. TIMELINE:	4
8. TERMS OF SUBMISSION:	4
9. CONTRACT TERM:	5
10. CONTRACT AWARD:	5
11. NOTIFICATION AND AWARD OF CONTRACT(S):	5
12. LIABILITY:	5
13. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:	5
14. TERMINATION:	6
15. VENDOR CERTIFICATIONS:	6
16. BID PRICES:	6
17. AUDITS AND ACCOUNTING:	7
18. ACCOUNT REPRESENTATIVE:	7
19. ESTIMATED USAGE:	7
20. USAGE REPORTING:	7
21. ESTABLISHMENT OF ACCOUNTS:	7
22. ELIGIBLE PARTICIPANTS:	7
23. TERMS OF PAYMENT:	7
24. VENDOR RESPONSIBILITY:	8
25. IF AWARDED A CONTRACT:	8
26. SPECIFICATIONS:	8
27. SITE VISITATION:	8
28. SCOPE OF SERVICES:	9
29. EMERGENCY REPAIRS:	9
30. OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY):	9
31. ADDITIONAL REQUIREMENTS:	9
32. WARRANTY REQUIREMENTS:	10
33. OBLIGATIONS AND LIABILITY OF THE VENDOR:	10
34. NON-EXCLUSIVE CONTRACT:	10
35. DISASTER RECOVERY:	10

36. ENVIRONMENTALLY FRIENDLY PRODUCTS: 10
37. OFFER: 11
38. VENDOR'S BALANCE OF PRODUCT LINE ITEMS: 11
39. VENDOR CONTACT INFORMATION: 11
40. DELIVERY LOCATIONS: 11
41. ATTACHMENTS: 11
42. The Bid Opening is open to the public online at the following: 12
STATE OF NEW HAMPSHIRE TRANSMITTAL LETTER 18

Bidder Initials NM
Date 6/25/24

1. **PURPOSE:**

1.1. The purpose of this bid invitation is to establish a contract for Cleaver Brooks Boiler Preventative Maintenance and Repair Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

2. **INSTRUCTIONS TO VENDOR:**

2.1. 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 the bid transmittal letter.

3. **BID SUBMITTAL:**

3.1. 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 paragraph 7 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.

3.2. 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.

4. **BID INQUIRIES:**

4.1. 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.

4.2. Questions shall be submitted by email to Jonah Rosa at Jonah.L.Rosa@DAS.NH.Gov.

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

5. **BID DUE DATE:**

5.1. 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.

5.2. 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.

6. **ADDENDA:**

6.1. 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>.

7. **TIMELINE:**

7.1. 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.

Bid Solicitation distributed on or by:	6/12/2024
Last day for questions, clarifications, and/or requested changes to bid:	6/20/2024
Bid Closing (Eastern Time):	6/27/2024 9:00 AM

8. **TERMS OF SUBMISSION:**

8.1. 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.

8.2. 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.

8.3. 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.

Bidder Initials NM
Date 6/25/24

- 8.4. 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.
- 8.5. 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.
- 8.6. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.
- 8.7. 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.
9. **CONTRACT TERM:**
- 9.1. The term of the contract shall commence on September 1, 2024, or upon approval of the Governor and Executive Council and/or the Commissioner of the Department of Administrative Services, whichever is later, through September 30, 2027, a period of approximately three (3) years.
- 9.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council and/or Commissioner of the Department of Administrative Services.
- 9.3. The Contract may be amended, by agreement of the parties, without further approval needed by the Executive Council if the price limitation is unchanged or decreased as a result of the new or deleted location.
10. **CONTRACT AWARD:**
- 10.1. The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. 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.
- 10.2. 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.
11. **NOTIFICATION AND AWARD OF CONTRACT(S):**
- 11.1. Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).
- 11.2. Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.
- 11.3. 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.
12. **LIABILITY:**
- 12.1. 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.
13. **PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**
- 13.1. 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.
- 13.2. 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:
- 13.3. 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.

- 13.4. 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.
- 13.5. 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.
- 13.6. By submitting a proposal, Bidders acknowledge and agree that:
 - 13.6.1. 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;
 - 13.6.2. 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
 - 13.6.3. 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.

14. TERMINATION:

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

15. VENDOR CERTIFICATIONS:

- 15.1. All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.
- 15.2. 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>).
- 15.3. 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/>.
- 15.4. 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.
- 15.5. 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.

16. BID PRICES:

- 16.1. 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.
- 16.2. 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".

- 16.3. Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.
17. **AUDITS AND ACCOUNTING:**
- 17.1. 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.
- 17.2. At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.
18. **ACCOUNT REPRESENTATIVE:**
- 18.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:
- 18.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
- 18.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
- 18.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.
19. **ESTIMATED USAGE:**
- 19.1. The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities do not include any eligible participant usage.
20. **USAGE REPORTING:**
- 20.1. The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Bureau of Procurement Services, Jonah Rosa and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:
- 20.1.1. Contract Number
- 20.1.2. Utilizing Agency and Eligible Participant
- 20.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- 20.1.4. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- 20.1.5. In Excel format
21. **ESTABLISHMENT OF ACCOUNTS:**
- 21.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.
22. **ELIGIBLE PARTICIPANTS:**
- 22.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.
23. **TERMS OF PAYMENT:**
- 23.1. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

24. VENDOR RESPONSIBILITY:

- 24.1. The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.
- 24.2. 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>.
- 24.3. 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.
- 24.4. 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.
- 24.5. 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.
- 24.6. In preparation of a bid response, the prospective Vendor shall:
 - 24.6.1. Provide pricing information as indicated in the "Offer" section; and
 - 24.6.2. Provide all other information required for the bid response (if applicable); and
 - 24.6.3. Complete the "Vendor Contact Information" section; and
 - 24.6.4. Complete the company information on the "Transmittal Letter" page, and sign under penalty of unsworn falsification in the space provided on that page.
- 24.7. It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.
- 24.8. 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.
- 24.9. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

25. IF AWARDED A CONTRACT:

- 25.1. The successful Vendor shall complete the following sections of Appendix A (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)
- 25.2. Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- 25.3. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- 25.4. 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.

26. SPECIFICATIONS:

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

27. SITE VISITATION:

- 27.1. 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.
- 27.2. Coordinate site visits with Don Perrin at (603) 271-7774 or at donald.m.perrin@das.nh.gov for the sites listed in Attachment 2 through 4.
- 27.3. Contact Jason Newton at (603) 271-1858 or at jason.m.newton@doc.nh.gov to visit the site listed in Attachment 5. Background checks are required for all employees that will be at this location. Contact the site representative for additional information.

28. SCOPE OF SERVICES:

- 28.1. Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein, including Attachments 2, 3, 4, 5 at a minimum, and according to the manufacturer's specifications.
- 28.2. The Vendor must be licensed to work in the State of New Hampshire, have a minimum of Five (5) years' verifiable commercial experience in boiler maintenance and repair. Technicians employed by the Vendor must have a State of New Hampshire Gas Fitter's license. The successful Vendor must be certified by the manufacturers to work on any of the equipment described in this bid and able to provide the certificates as applicable.

29. EMERGENCY REPAIRS:

- 29.1. Emergency repairs are defined as urgent, have impacted the safety of personnel, or impacted the operational capability of the State and are needed within 24 – 48 hours of notification to the vendor. The awarded Vendor shall provide repair rates at the hourly rates for the State facilities listed herein. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.
- 29.2. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials shall be invoiced not to exceed 10% above Vendor's cost. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.
- 29.3. The Vendor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.
- 29.4. The Vendor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Vendor shall employ a sufficient number of trained and certified technicians so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. Vendor shall provide a not to exceed estimate before starting any work. If overtime is necessary and is determined to be caused by the Vendor, the State may at their discretion deduct a portion of the additional time.

30. OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY):

- 30.1. The awarded Vendor(s) shall provide repair rates at the hourly rates for the State facilities listed herein for other repairs that are not a part of preventative maintenance and are not emergency repairs. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.
- 30.2. Requests to repair and/or replace parts shall be approved in advance by the State representative. Materials shall be invoiced not to exceed 10% above Vendor's cost. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.
- 30.3. The Vendor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

31. ADDITIONAL REQUIREMENTS:

- 31.1. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- 31.2. 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).
- 31.3. 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.
- 31.4. 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.
- 31.5. The Vendor or their personnel shall not represent themselves as employees or agents of the State.

- 31.6. 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.
- 31.7. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 31.8. The Vendor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 31.9. 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.
- 32. WARRANTY REQUIREMENTS:**
- 32.1. The successful Vendor shall be required to provide warranties on all services and new 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.
- 33. OBLIGATIONS AND LIABILITY OF THE VENDOR:**
- 33.1. 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.
- 33.2. 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.
- 33.3. 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.
- 34. NON-EXCLUSIVE CONTRACT:**
- 34.1. Any resulting Contract from this RFB will be a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.
- 35. DISASTER RECOVERY:**
- 35.1. Do you provide emergency preparedness plan to aid the State during an emergency or disaster recovery with specifics as to response time, availability of supplies and goods and services offered? Yes or No (circle one)
- 35.2. If yes, please include hard copy and/or link to website for further information. This information is not considered part of award criteria and is considered informational only.
- 36. ENVIRONMENTALLY FRIENDLY PRODUCTS:**
- 36.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:
- 36.1.1. Energy or water efficient
 - 36.1.2. Reusable
 - 36.1.3. Recyclable
 - 36.1.4. Contains postconsumer recycled materials
 - 36.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal

36.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)

36.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties as an attachment with their bid submission.

36.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.

36.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: <https://www.epa.gov/smartway/smartway-partner-list>.

37. OFFER:

37.1. Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith. [REDACTED]

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

37.3. **OFFER SHEET WILL BE ATTACHMENT 1 (SEPARATE FROM THIS DOCUMENT).**

38. VENDOR'S BALANCE OF PRODUCT LINE ITEMS:

38.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the successful Vendor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Bid Prices".

39. VENDOR CONTACT INFORMATION:

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

Tim Omeara

(603) 867-8466

Contact Person

Local Telephone Number

Toll Free Telephone Number

Tomeara@blakethermal.com

www.blakethermal.com

E-mail Address

Company Website

Blake Thermal Sales and Service

1357 RTE 3A Unit E, Bow, NH 03304

Vendor Company Name

Vendor Address

392691

018678508

Vendor Number (provided by State of NH)

DUNS and/or SAM.GOV Number

40. DELIVERY LOCATIONS:

40.1. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

41. ATTACHMENTS:

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

41.1.1. Attachment 1: Offer Sheet

41.1.2. Attachment 2: Scope of Work – 33 Green Street

41.1.3. Attachment 3: Scope of Work – 29 Hazen Drive

41.1.4. Attachment 4: Scope of Work – 11 Institute Drive

41.1.5. Attachment 5: Scope of Work – 281 North State Street

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

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 249 395 417 288

Passcode: bphwTj

Dial in by phone

+1 603-931-4944,,804682131# United States, Concord

Find a local number

Phone conference ID: 804 682 131#

Join on a video conferencing device

Tenant key: nhgov@m.webex.com

Video ID: 119 032 554 2

More info

APPENDIX A

SAMPLE FORM TO BE COMPLETED UPON AWARD

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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 TRANSMITTAL LETTER

Date: 6/25/24

Company Name: Blake Thermal Sales & Service

Address: 1357 RTE 3A Unit E, Bow, NH 03304

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

RE: Bid Invitation Name: **Cleaver Brooks Boiler Preventative Maintenance and Repair Services**
Bid Number: **2922-24**
Bid Posted Date (on or by): **6/12/2024**
Bid Closing Date and Time: **6/27/2024 9:00 AM (Eastern Time)**
Dear **Jonah Rosa**,

[Insert name of signor] Nicholas Melanson on behalf of Blake Thermal Sales & Service [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 # 2922-24 for Cleaver Brooks Boiler Preventative Maintenance and Repair at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

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

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

Authorized Signor's Signature Nicholas Melanson Authorized Signor's Title Vice President, Sales

Bidder Initials NM
Date 6/25/24

Cleaver Brooks Boilers Preventative Maintenance and Repair

Vendor Company Name: Blake Thermal Sales and Service

Instructions: Vendors are to fill out each of the "Annual Rate" of service columns for each location. It is understood that annual rate is for two Preventative Maintenance services per year (includes labor and material costs). Should an agency choose to only receive one semi-annual service it is understood that the cost will be half of the annual rate. If you do not wish to bid on a specific item, then write in "no bid."

Agency	Division/Bureau/District	Facility Name	Address	Town	County	Annual Rate Year 1 & 2	Annual Rate Year 3	Term Total
Dept. of Corrections		State Prison for Men	281 North State Street	Concord	Merrimack	\$31,250.00	\$32,553.00	\$95,053.00
Dept. of Health and Human Services	Central Facilities Bureau	Multi-Agency	29 Hazen Drive	Concord	Merrimack	\$25,300.00	\$26,355.00	\$76,955.00
Dept. of Administrative Services	Central Facilities Bureau	Historical Society	33 Green Street	Concord	Merrimack	\$22,400.00	\$23,334.00	\$68,134.00
Dept. of Administrative Services	Central Facilities Bureau	Shepard Building	11 Institute Drive	Concord	Merrimack	\$2,520.00	\$2,625.00	\$7,665.00

Contract Term Total: **\$247,807.00**

Labor Rates Per Hour Per Person	
Normal Business Hours (Monday through Friday; 8:00 am to 4:00 pm) *excludes State holidays	\$165.00
After Normal Business Hours (Monday through Friday; 4:01 pm to 7:59 am) *excludes State holidays	\$247.50
Saturday, Sunday, and Holidays (8:00 am to 4:00 pm)	\$330.00
Saturday, Sunday, and Holidays (4:01 pm to 7:59 am)	\$330.00
*Holidays shall be based on State designated holidays	

RFB 2922-24
Cleaver Brooks Boiler
Maintenance and Repair Services

1. The Contractor shall provide “steam heating system maintenance and inspection services” for Cleaver Brooks boilers and associated steam heating system equipment located at 33 Green Street, Concord, NH for the Department of Administrative Services, Central Facilities Bureau.
2. The term “steam heating system maintenance and inspection services” as used above shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement is as follows:
 - 2.1. Cleaver Brooks Steam Boiler, Model # CBEX-E-700-250-150ST, Serial # T6687-1-1
 - 2.2. Cleaver Brooks Steam Boiler, Model # CBEX-E-700-250-150ST, Serial # T6687-1-2
 - 2.3. Cleaver Brooks Deaerator, Model # SM-15-260-2E, Serial # T6687-4-1
 - 2.4. Cleaver Brooks Surge Tank, Model # SRG-600, Serial # T6687-5-1
3. 4. The term “steam heating system maintenance and inspection services,” as used above shall mean inspecting and servicing the equipment list above as described herein according to manufacturer’s recommendations.
 - 3.1. Summer Maintenance (before end of May):
 - 3.1.1. Drain and open both boilers fire and waterside for inspection.
 - 3.1.2. Inspect pressure vessel for cracks, visible corrosion, and scale.
 - 3.1.3. Inspect attaching mechanisms.
 - 3.1.4. Inspect boiler for any visible signs of hot spots and discoloration.
 - 3.1.5. Inspect fireside of boilers, clean heat exchanger surfaces as needed to be free of soot.
 - 3.1.6. Inspect the refractory and insulation for wear.
 - 3.1.7. Open waterside man holds and handholds for inspection.
 - 3.1.8. Inspect and flush water side of boilers with water.
 - 3.1.9. Have boiler opened and available for inspection by State boiler inspector.
 - 3.1.10. Replace water column and gauge glass for wear and etching.
 - 3.1.11. Open and inspect internals of low water cutoff equipment.
 - 3.1.12. Leave boiler open and install State supplied lights with GFI protection.
 - 3.1.13. DA Tank:
 - 3.1.13.1. Open manway, flush surfaces, level sensor and blowdown column.
 - 3.1.13.2. Inspect anode. Replace, if too corroded to withstand another season, with State supplied anode
 - 3.1.13.3. Leave unit open and install State supplied lights with GFI protection.
 - 3.1.14. Surge Tank:
 - 3.1.14.1. Open and flush waterside surfaces, level sensors, and blowdown column.
 - 3.2. Fall Maintenance (before end of September):
 - 3.2.1. Provide fireside and waterside gaskets.
 - 3.2.2. Reseal boiler access panels both fireside and water side.
 - 3.2.3. Blow down the gauge glass & assembly.
 - 3.2.4. Perform a low drain test of low water cutoff.
 - 3.2.5. Inspect and flush pressure control tree as needed.

RFB 2922-24
Cleaver Brooks Boiler
Maintenance and Repair Services

- 3.2.6. Test water column water level ports.
- 3.2.7. Test operation of safety controls.
- 3.2.8. Test flame failure detection system for pilot & main fuels.
- 3.2.9. Test flame failure safety shutdown timing.
- 3.2.10. Test fuel train interlocks.
- 3.2.11. Test high and low fuel temperature/pressure interlocks.
- 3.2.12. Test operating and high limit control functionality.
- 3.2.13. Test trial for ignition and full sequence timing.
- 3.2.14. Inspect the feed water valve and controls for proper operation.
- 3.2.15. Inspect blowdown valve and equipment for leakage and wear.
- 3.2.16. Close boiler and test fire.
- 3.2.17. DA Tank:
 - 3.2.17.1. Provide gaskets and close waterside
 - 3.2.17.2. Be sure all makeup water and autofeed valves are functioning accordingly
 - 3.2.17.3. Adjust the existing Cleaver Brooks steam heating system controls to ensure that the DA tank works properly.
 - 3.2.17.4. Bring the DA tank online.
 - 3.2.17.5. Verify software and programming is setup correctly, make adjustments as necessary.
- 3.2.18. Surge Tank:
 - 3.2.18.1. Adjust the existing Cleaver Brooks steam heating system to ensure that the new surge tank and controls integrate and work properly.
 - 3.2.18.2. Bring Surge Tank online.
- 3.3. Winter Maintenance (before end of December):
 - 3.3.1. Tune boilers for optimum efficiency and provide written report of combustion results for each boiler.
- 4. **The Contractor shall, in performing the services as described herein utilize mechanics certified to repair and maintain Cleaver Brooks steam boilers systems and associated equipment and controls.**
- 5. **All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and gaskets shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Contracting Officer or his designated representative.**
- 6. **The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the contracting officer's signature thereon.**
- 7. **The State shall:**
 - 7.1. Shut down and cool the steam heating equipment prior to Contractor's arrival.
 - 7.2. Lockout and tag out all equipment.
 - 7.3. Schedule State boiler inspector.
 - 7.4. Perform bi-weekly inspections to check lights in the boilers and DA tank are working and no moisture is collecting on metal surfaces.

RFB 2922-24
Cleaver Brooks Boiler
Maintenance and Repair Services

- 7.5. Be able to provide full steam load to tune boilers.
- 7.6. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.

RFB 2922-24
Cleaver Brooks Boiler
Maintenance and Repair Services

1. The Contractor shall provide "steam heating system maintenance and inspection services" for Cleaver Brooks boilers and associated steam heating system equipment located at 29 Hazen Drive, Concord, NH for the Department of Health and Human Services, Central Facilities Bureau.
2. The term "steam heating system maintenance and inspection services" as used above shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement is as follows:

Boiler	Model	Serial	Date	Input Nat. Gas	Manifold gas pres.	Max Pressure
1	CBLE-200-200-150ST	T2587-1-1	2011	8165000 btu/hr	7.6 in.wc	150
2	CB-500-200	L-63154	1978	8,369,000 btu/hr		150
3	CB-558-200	L-52858	1971	8,369,000 btu/hr		150

Kunkle Relief Valve		Size	Capacity
KUN6010GFE01	6010GFW01AAM	1-1/4" x 1-1/2" MxF	3,593 LBS/HR @ 125 PSIG
KUN6010HGE01	6010HGE01AAM	1-1/2" x 2" MxF	5,598 LBS/HR @ 125 PSIG

Note: Two valves each for each boiler.

- 2.1. One valve on each boiler shall be replaced every two years are required.
3. The term "steam heating system maintenance and inspection services," as used above shall mean inspecting and servicing the equipment list above as described herein according to manufacturer's recommendations.
 - 3.1. Summer Maintenance (before end of May):
 - 3.1.1. Drain and open boilers fire and waterside for inspection.
 - 3.1.2. Inspect pressure vessel for cracks, visible corrosion, and scale.
 - 3.1.3. Inspect attaching mechanisms.
 - 3.1.4. Inspect boiler for any visible signs of hot spots and discoloration.
 - 3.1.5. Inspect fireside of boilers, clean heat exchanger surfaces as needed to be free of soot.
 - 3.1.6. Inspect the refractory and insulation for wear.
 - 3.1.7. Open waterside manholds and handholds for inspection.
 - 3.1.8. Inspect and flush water side of boilers with water.
 - 3.1.9. Have boiler opened and available for inspection by State boiler inspector.
 - 3.1.10. Replace water column and gauge glass for wear and etching.
 - 3.1.11. Open and inspect internals of low water cutoff equipment.
 - 3.1.12. Provide fireside and waterside gaskets.
 - 3.1.13. Reseal boiler access panels both fireside and water side.
 - 3.1.14. Blow down the gauge glass & assembly.
 - 3.1.15. Inspect and flush pressure control tree as needed.
 - 3.1.16. Perform a low drain test of low water cutoff.
 - 3.1.17. Perform ASME Gas Train Safety Test on Gas Valves
 - 3.1.18. Test operation of safety controls.
 - 3.1.19. Test flame failure detection system for pilot & main fuels.

RFB 2922-24
Cleaver Brooks Boiler
Maintenance and Repair Services

- 3.1.20. Test flame failure safety shutdown timing.
- 3.1.21. Test fuel train interlocks.
- 3.1.22. Test temperature/pressure interlocks.
- 3.1.23. Test operating and high limit control functionality.
- 3.1.24. Test trial for ignition and full sequence timing.
- 3.1.25. Inspect the feed water valve and controls for proper operation.
- 3.1.26. Inspect blowdown valve and equipment for leakage and wear.
- 3.1.27. Set Boiler Combustion and Record Results
- 3.1.28. Shipco Feedwater System:
 - 3.1.28.1. flush surfaces, level controls and blowdown column.
 - 3.1.28.2. Inspect anode. Replace, if necessary, with State supplied anode
 - 3.1.28.3. Provide gaskets and close
 - 3.1.28.4. Test operation of water level control system.
 - 3.1.28.5. Feedwater tank online.
- 3.2. Winter Maintenance (before end of December):
 - 3.2.1. Tune boilers for optimum efficiency and provide written report of combustion results for each boiler.
- 4. **The Contractor shall, in performing the services as described herein utilize mechanics certified to repair and maintain Cleaver Brooks steam boilers systems and associated equipment and controls.**
- 5. **All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and gaskets shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Contracting Officer or his designated representative.**
- 6. **The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the contracting officer's signature thereon.**
- 7. **The State will:**
 - 7.1. Shut down and cool the steam heating equipment prior to Contractor's arrival.
 - 7.2. Lockout and tag out all equipment.
 - 7.3. Schedule State boiler inspector.
 - 7.4. Operate condensate Return System and boiler feedwater system
 - 7.5. Be able to provide full steam load to tune boilers.
 - 7.6. Examine any documents submitted by the Contractor and rendering decisions pertaining there to promptly to avoid delay in the progress of the Contractor's work.

RFB 2922-24
Cleaver Brooks Boiler
Maintenance and Repair Services

1. The Contractor shall provide “steam heating system maintenance and inspection services” for Cleaver Brooks boilers and associated steam heating system equipment located at 11 Institue Drive, Concord, NH for the Department of Administrative Services, Central Facilities Bureau.
2. The term “steam heating system maintenance and inspection services” as used above shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement is as follows:
 - 2.1. CFC-700-1500 hot water boilers two (2) - Cleaver Brooks, MB-1299
3. The term “steam heating system maintenance and inspection services,” as used above shall mean inspecting and servicing the equipment list above as described herein according to manufacturer’s recommendations.
 - 3.1. Annual service to be coordinated by customer and inspector:
 - 3.1.1. Open and clean heat exchanger
 - 3.1.2. Inspect condition of heat exchanger, refractory and burner assemblies
 - 3.1.3. Apply new fireside gaskets and close all fireside plates and ports
 - 3.1.4. Provide and install new flame rods and igniter and set to factory spec
 - 3.1.5. Test operation of safety devise and controls
 - 3.1.6. Fire boiler and test all safety devices and controls
 - 3.1.7. Perform combustion test and provide combustion report

RFB 2922-24
Cleaver Brooks Boiler
Maintenance and Repair Services

1. The Contractor shall provide "steam heating system maintenance and inspection services" for Cleaver Brooks boilers and associated steam heating system equipment located at 281 North State Street, Concord, NH 03301 for the Department of Corrections.
2. The term "steam heating system maintenance and inspection services" as used above shall include providing all supervision, materials, equipment, labor, and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement is as follows:

Make	Model	Serial Number	Blower Serial #
Cleaver Brooks	CB700X-350HP	0L077278	K215JL1851
Cleaver Brooks	CBJT-2W700-350-200ST	T9647-1-2	YA215TTFBD6004AB M
Cleaver Brooks	CBJT-2W700-350-200ST	T96471-1	YA215TTFBD6004AB M

- 2.1. Deaerator model SMP45-600-3G and serial PG-10318.
- 2.2. Surge tank information is unreadable.
3. The term "steam heating system maintenance and inspection services," as used above shall mean inspecting and servicing the equipment list above as described herein according to manufacturer's recommendations.
 - 3.1. Summer Maintenance (before end of May):
 - 3.1.1. Drain and open boilers fire and waterside for inspection.
 - 3.1.2. Inspect pressure vessel for cracks, visible corrosion, and scale.
 - 3.1.3. Inspect attaching mechanisms.
 - 3.1.4. Inspect boiler for any visible signs of hot spots and discoloration.
 - 3.1.5. Inspect fireside of boilers, clean heat exchanger surfaces as needed to be free of soot.
 - 3.1.6. Inspect the refractory and insulation for wear.
 - 3.1.7. Open waterside manholds and handholds for inspection.
 - 3.1.8. Inspect and flush water side of boilers with water.
 - 3.1.9. Have boiler opened and available for inspection by 10:00 AM on May 31, 2023, by State boiler inspector.
 - 3.1.10. Inspect water column and gauge glass for wear and etching.
 - 3.1.11. Open and inspect internals of low water cutoff equipment.
 - 3.1.12. Provide fireside and waterside gaskets.
 - 3.1.13. Reseal boiler access panels both fireside and water side.
 - 3.1.14. Blow down the gauge glass & assembly.
 - 3.1.15. Inspect and flush pressure control tree as needed.
 - 3.1.16. Perform a low drain test of low water cutoff.
 - 3.1.17. Perform ASME Gas Train Safety Test on Gas Valves
 - 3.1.18. Test operation of safety controls.
 - 3.1.19. Test flame failure detection system for pilot & main fuels.
 - 3.1.20. Test flame failure safety shutdown timing.
 - 3.1.21. Test fuel train interlocks.
 - 3.1.22. Test temperature/pressure interlocks.

Contractor Initials: TJO
Date: 6/25/2024

RFB 2922-24
Cleaver Brooks Boiler
Maintenance and Repair Services

- 3.1.23. Test operating and high limit control functionality.
- 3.1.24. Test trial for ignition and full sequence timing.
- 3.1.25. Inspect the feed water valve and controls for proper operation.
- 3.1.26. Inspect blowdown valve and equipment for leakage and wear.
- 3.1.27. Set Boiler Combustion and Record Results
- 3.2. DA Tank:
 - 3.2.1. Open manway, flush surfaces, level controls and blowdown column.
 - 3.2.2. Check anode. Replace, if necessary, with State supplied anode
 - 3.2.3. Provide gaskets and close
 - 3.2.4. Test operation of water level control system.
 - 3.2.5. Bring the DA tank online.
- 3.3. Surge Tank:
 - 3.3.1. Open manway, flush surfaces, level controls and blowdown column.
 - 3.3.2. Check anode. Replace, if necessary, with State supplied anode
 - 3.3.3. Provide gaskets and close
 - 3.3.4. Test operation of water level control system.
 - 3.3.5. Bring the DA tank online.
- 3.4. Winter Maintenance December:
 - 3.4.1. Tune boilers for optimum efficiency and provide written report of combustion results for each boiler.
- 4. **The Contractor shall, in performing the services as described herein utilize mechanics certified to repair and maintain Cleaver Brooks steam boilers systems and associated equipment and controls.**
- 5. **All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and gaskets shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Contracting Officer or his designated representative.**
- 6. **The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the contracting officer's signature thereon.**
- 7. **The State shall:**
 - 7.1. Shut down and cool the steam heating equipment prior to Contractor's arrival.
 - 7.2. Lockout and tag out all equipment.
 - 7.3. Schedule State boiler inspector.
 - 7.4. Transfer DA and Surge Pump Operation and Condensate Return System to Operate off one tank or the other
 - 7.5. Be able to provide full steam load to tune boilers.
 - 7.6. Examine any documents submitted by the Contractor and rendering decisions pertaining there to promptly to avoid delay in the progress of the Contractor's work.



**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: June 21, 2024

ADDENDUM # 01 TO BID INVITATION 2922-24

DATE AND TIME OF BID CLOSING: 6/27/2024 9:00 AM

FOR: Cleaver Brooks Boiler Preventative Maintenance and Repair Services

Question 1: Please confirm facility operations team will manipulate valving and control system process (i.e. fill, drain, vent systems/tanks, command equipment to change state, start or operate equipment, etc.).

State Response: The State will operate the valves and controls.

Question 2: Should we assume 1 mobilization per piece of equipment, or will certain boilers/tanks be paired together to reduce total outages? Example: will Boiler A and DA come down together and Boiler B and Surge Tank on a second mobilization.

State Response: One mobilization per piece of equipment is appropriate.

Question 3: Please provide the burner make/model information.

State Response: The burners are built into the boilers. However, additional information can be found at <https://www.boilerdata.com/cleaver-brooks-cb.html>

PURCHASING AGENT: JONAH ROSA

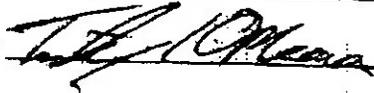
Email: NH.Purchasing@das.nh.gov

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.

RESPONDENT BUSINESS NAME: Blake Thermal Sales & Service, Inc.

ADDRESS: 4 New Park Road, East Windsor, CT 06088 (Corporate) 1357 NH 3A, Unit E. Bow, NH 03304 (Local)

PRINT NAME: Timothy J. O'Meara

SIGNATURE: 

TEL. NO. 603 867-8466

EMAIL ADDRESS: tomeara@blakethermat.com

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

CleaverBrooks

221 Law Street
Thomasville, GA 31792
229.226.3024
cleaverbrooks.com

January 29, 2024

Subject: Authorized Cleaver-Brooks Representative for New Hampshire

To Whom It May Concern:

This memo will confirm that The Blake Group located in Concord, New Hampshire is the only authorized Cleaver-Brooks representative for all new equipment, parts, conversions and service for all Cleaver-Brooks products in New Hampshire.

Please do not hesitate to contact me if you have any questions regarding this matter.

Sincerely,

Duane J. Rolkosky

Duane Rolkosky
Corporate Regional Manager – Eastern Region
414.232.8327
drolkosky@cleaverbrooks.com

CleaverBrooks



221 Law Street
Thomasville, GA 31792
229.226.3024
cleaverbrooks.com

January 29, 2024

Subject: Authorized Cleaver-Brooks Representative for New Hampshire

To Whom It May Concern:

This memo will confirm that The Blake Group located in Concord, New Hampshire is the only authorized Cleaver-Brooks representative for all new equipment, parts, conversions and service for all Cleaver-Brooks products in New Hampshire.

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Sincerely,

Duane J. Rolkosky

Duane Rolkosky
Corporate Regional Manager – Eastern Region
414.232.8327
drolkosky@cleaverbrooks.com



STATE OF NEW HAMPSHIRE
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
DIVISION OF LICENSING AND BOARD ADMINISTRATION

Lindsey B. Courtney, J.D.
Executive Director

Bethany A. Cottrell
Director

7 EAGLE SQUARE, CONCORD, NH 03301-4980

Telephone: 603-271-2152

TDD Access: Relay NH 1-800-735-2964

www.oplc.nh.gov

July 22, 2024

Blake Thermal Sales & Service, INC
1357 NH 3A
unit E
Bow NH 03304

RE: License Documents Enclosed

Dear Blake Thermal Sales & Service, INC:

Congratulations—the Office of Professional Licensure and Certification (OPLC) has issued your professional license! Enclosed please find your license document in three formats: (1) An 8.5 X 11 license, suitable for framing; (2) A 5.8 X 8.3 license (A5); and (3) A 2 X 3 pocket card. You may also purchase a professionally printed Wall Certificate. Information on how to order a Wall Certificate may be found on the OPLC website at the following address: <https://www.oplc.nh.gov/request-wall-certificate>.

Please note licensees in the following professions are required to display their license:

- **Acupuncture:** Under Acp 502.01(f) (2023), “[a] licensee shall display his or her current New Hampshire acupuncture license at his or her principal place of business and a copy at any other place of business.”
- **Alcohol and Other Drug Use Professionals:** RSA 330-C:14, III (2010) provides that “[a]ny person who has been issued a license under this chapter shall conspicuously display such license in the principal place of business for which the license is issued.”
- **Barbering, Cosmetology & Esthetics:** Pursuant to RSA 313-A:17 (2001), “[e]very person licensed under [the Board] shall display the license in a conspicuous place adjacent to or near the person’s work station.” Additionally, under Bar 302.07(y) (2021), “[a] licensee, instructor, or shop apprentice shall attach a current passport photograph to the professional or shop apprentice license upon receipt of the license.”
- **Dentists and Dentistry:** Under RSA 317-A:11 (2000), “[a]ny person issued a license under this chapter shall display the license at all times in a conspicuous place in the office where the licensee practices. . . .”

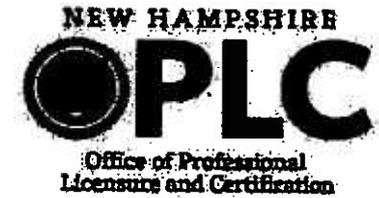
- **Electricians:** RSA 319-C:5, V (2023) provides that “[a] state, city, or town building official or code enforcement officer appointed by the administrative authority of the state, city, or town, who performs electrical inspections authorized in accordance with RSA 155-A:2, IV, RSA 155-A:2, VI, RSA 47:22, or RSA 674:51 shall have the authority to check the license or identification card issued under this chapter.”
- **Electrologists:** Pursuant to RSA 314:4 (1995), “[a]ny person who has been issued a license under this chapter shall conspicuously display such license in the office or offices identified on the license.”
- **Embalmers and Funeral Directors:** Under RSA 325:21 (1981), “[e]very license shall be . . . conspicuously displayed, at all times, in [the licensee’s] place of business or employment.”
- **Massage Therapists and Massage Establishments:** Pursuant to Plc 906.01(c) (2018), “[m]assage therapist licenses shall be posted in each office the licensee practices in, or carried on the licensee if the licensee practices massage therapy at locations other than his or her office or offices.”
- **Naturopathic Health Care Practice:** RSA 328-E:10-a (2018) provides that “[a]ny person issued a license under this chapter shall display the license at all times in a conspicuous place in the office where the licensee practices. . . .”
- **Ophthalmic Dispensing:** Under RSA 327-A:8 (1990), “[a]ny person who has been issued a certificate of registration . . . shall conspicuously display such certificate in his principal place of business.”
- **Optometry:** Pursuant to RSA 327:16 (2000), “[t]he original or a copy of the license renewal must be displayed in a conspicuous place in every office wherein the holder practices optometry. . . .”
- **Pharmacy:** RSA 318:28 (1981) provides: “All licenses as pharmacists shall at all times be conspicuously displayed in the pharmacy where the licensee is engaged as such.”
- **Reflexologists, Structural Integrators, and Asian Bodywork Therapists:** Under RSA 328-H:8, V (2022), “[p]ractitioner licenses shall be posted in each office the licensee practices in, or carried on the licensee if the licensee practices at locations other than his or her own office or offices.”

Blake Thermal Sales & Service, INC
Page Three

Please do not hesitate to contact OPLC Customer Support at (603) 271-2152, should you have questions or need assistance with the above.

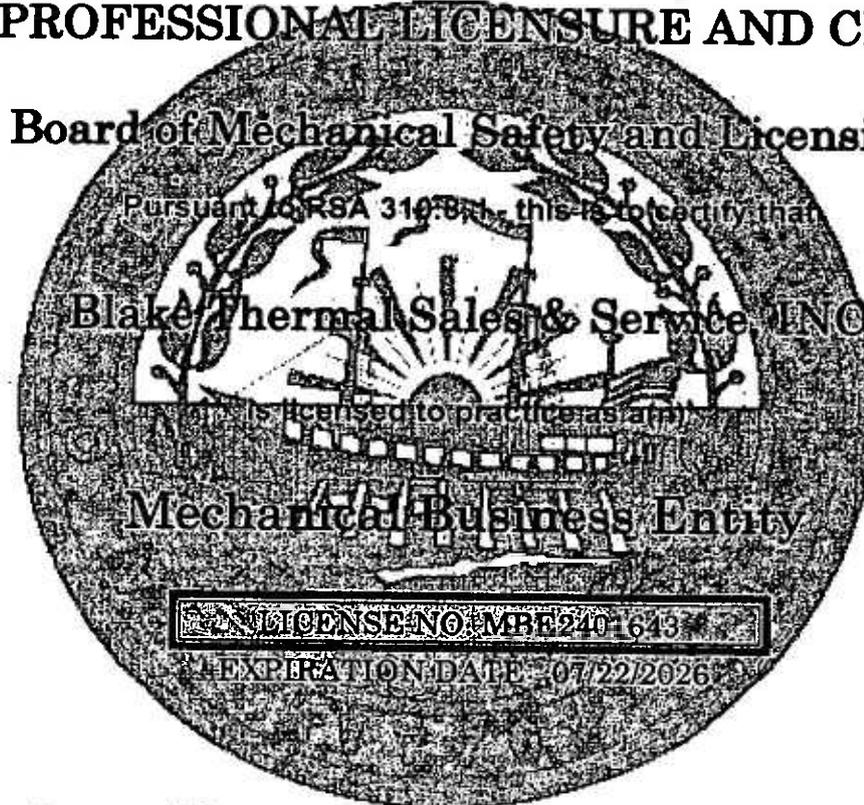
Sincerely,

Office of Professional Licensure and Certification



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION

Board of Mechanical Safety and Licensing



Always verify licenses online at <https://forms.nh.gov/licenseverification/>



State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND
CERTIFICATION

Board of Mechanical Safety and Licensing

Pursuant to RSA 310:87 - this is to certify that

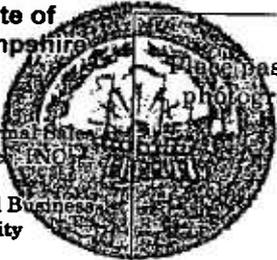
Blake Thermal Sales & Service, INC

is licensed to practice as a (b)

MECHANICAL

Mechanical Business Entity

LICENSE NO. MBE2401643
EXPIRATION DATE 07/22/2026

State of New Hampshire		Passport size photograph here
Blake Thermal Sales & Service, INC.		
Mechanical Business Entity		
LIC. NO.		



BLAKE THERMAL
TRUSTED EXPERTS IN STEAM & HOT WATER SOLUTIONS

1357 Route 3A Unit E
Bow, NH 03304
800-883-7661
www.blakethermal.com

7/1/2024

State of New Hampshire
Department of Administrative Services
Bureau Of Purchasing and Property
25 Capitol Street, Concord, NH 03301

Subject: Notification of Bid 2922-24 Contract: Cleaver Brooks Boiler Preventative Maintenance

To Whom it May concern,

Below are references for the purpose of providing evidence of 5 years of verifiable commercial experience for Blake Thermal Sales & Service with regards to the subject bid.

Additionally, we have attached a brief timeline of our company history.

References with Contacts (Have been providing services for over 5 years)

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BLAKE THERMAL
TRUSTED EXPERTS IN STEAM & HOT WATER SOLUTIONS

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Please do not hesitate to contact us with any questions. Thank you for your consideration.

Best Regards,

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1927

Wilson C. Blake, a 26-year-old engineer, begins selling commercial hot water and steam generators out of his home in Hartford, CT.

1945

Blake Equipment becomes a Cleaver-Brooks Distributor a partnership that endures today over 75-years later.

1967

Dick Cuda purchases Blake Equipment from Wilson Blake and expands into pump business in Connecticut and Western Massachusetts.

1992

Blake Equipment expands its pump business throughout the Northeast with the acquisition of Aetna Pump.

2002

Fred Cuda becomes CEO. Blake acquires Cleaver-Brooks distributors in ME, NH and NY and Tenery Water.

2015

Acquires Allagash International manufacturer of valves.

2017

Celebrates 90th Anniversary.

Acquisition of Hydronic Alternatives specializing in low-temperature hydronic heating.

2021

Divestiture of water distribution business creating a standalone company solely focused on thermal energy solutions.



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