



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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Concord, New Hampshire 03301
Office@das.nh.gov

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85 mll
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March 3, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with D. L. King & Associates, Inc., (VC# 168979) Merrimack, New Hampshire, for a total price not to exceed \$301,652.00 for door installation and repair services at several state owned buildings managed by the Department of Administrative Services. The term of the contract shall begin on April 6, 2022 or upon approval of the Governor and Executive Council whichever is later, through April 5, 2024 a period of approximately two (2) years with an option to renew for an additional year subject to Governor and Council approval.

Funds are anticipated to be available through various individual Department of Administrative Services budgeted class 048 contract maintenance line expenditures for Fiscal Years 2022, 2023 and 2024, upon the availability and continued appropriation of funds in the future operating budget.

EXPLANATION

The Department of Administrative Services maintains over 90 state owned buildings. This contract will provide timely repair of defective interior and exterior doors and or installation of new interior or exterior doors and related hardware for its buildings located throughout the State.

A request for bids was issued and placed on the State of New Hampshire, Bureau of Purchase and Property web site. We also notified seventeen contractors that are registered with the Bureau of Purchase and Property regarding the bidding opportunity. Three bids were received. Attached is a copy of the bid results.

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

Door Repair and Installation Services

RFB DAS 2022-07

February 17, 2022 @ 2:00 PM

Bid Results

Award by Region

South

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

<u>Vendor</u>	<u>Hourly Rate Monday through Friday 7:00 AM to 5:00 PM</u>			<u>Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM</u>			Total Estimated Amount in Dollars
	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	
D. L. King & Associates, Inc.	48	\$74.00	\$3,552	8	\$99	\$792	
	Materials		\$10,000	Materials		\$2,500	
<u>Total</u>			\$13,552			\$3,292	\$16,844
Pasek Security	48	\$115.00	\$5,520	8	\$165	\$1,320	
	Materials		\$10,000	Materials		\$2,500	
<u>Total</u>			\$15,520			\$3,820	\$19,340
Kamlock Lock Solutions	48	\$98.00	\$4,704	8	\$147	\$1,176	
	Materials		\$10,000	Materials		\$2,500	
<u>Total</u>			\$14,704			\$3,676	\$18,380

Door Repair and Installation Services

RFB DAS 2022-07

February 17, 2022 @ 2:00 PM

Bid Results

Award by Region

Central

Laconia, Plymouth, Franklin - Approximately 7 Facilities

<u>Vendor</u>	<u>Hourly Rate Monday through Friday 7:00 AM to 5:00 PM</u>			<u>Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM</u>			Total Estimated Amount in Dollars
	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	
D. L. King & Associates, Inc.	48	\$84.00	\$4,032	8	\$105	\$840	
	Materials		\$10,000	Materials		\$2,500	
Total			\$14,032			\$3,340	\$17,372
Pasek Security	48	\$115.00	\$5,520	8	\$165	\$1,320	
	Materials		\$10,000	Materials		\$2,500	
Total			\$15,520			\$3,820	\$19,340
Kamlock Lock Solutions	48	\$98.00	\$4,704	8	\$147	\$1,176	
	Materials		\$10,000	Materials		\$2,500	
Total			\$14,704			\$3,676	\$18,380

Door Repair and Installation Services

RFB DAS 2022-07

February 17, 2022 @ 2:00 PM

Bid Results

Award by Region							
<u>Seacoast</u>							
<u>Portsmouth, Dover, Brentwood, Rochester, Hampton - Approximately 5 Facilities</u>							
<u>Vendor</u>	<u>Hourly Rate Monday through Friday 7:00 AM to 5:00 PM</u>			<u>Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM</u>			Total Estimated Amount in Dollars
	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	
D. L. King & Associates, Inc.	48	\$84.00	\$4,032	8	\$110	\$880	
	Materials		\$10,000	Materials		\$2,500	
<u>Total</u>			\$14,032			\$3,380	\$17,412
Pasek Security	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	Total Estimated Amount in Dollars
	48	\$115.00	\$5,520	8	\$165	\$1,320	
	Materials		\$10,000	Materials		\$2,500	
<u>Total</u>			\$15,520			\$3,820	\$19,340
Kamlock Lock Solutions	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	Total Estimated Amount in Dollars
	48	\$98.00	\$4,704	8	\$147	\$1,176	
	Materials		\$10,000	Materials		\$2,500	
<u>Total</u>			\$14,704			\$3,676	\$18,380

Door Repair and Installation Services

RFB DAS 2022-07

February 17, 2022 @ 2:00 PM

Bid Results

Award by Region

North

Ossipee, North Conway, Lancaster - Approximately 3 Facilities

<u>Vendor</u>	<u>Hourly Rate Monday through Friday 7:00 AM to 5:00 PM</u>			<u>Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM</u>			Total Estimated Amount in Dollars
	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	
D. L. King & Associates, Inc.	32	\$94.00	\$3,008	8	\$115	\$920	
	Materials		\$7,500	Materials		\$2,000	
<u>Total</u>			\$10,508			\$2,920	\$13,428
Pasek Security	32	\$115.00	\$3,680	8	\$165	\$1,320	
	Materials		\$7,500	Materials		\$2,000	
<u>Total</u>			\$11,180			\$3,320	\$14,500
Kamlock Lock Solutions	32	\$98.00	\$3,136	8	\$147	\$1,176	
	Materials		\$7,500	Materials		\$2,000	
<u>Total</u>			\$10,636			\$3,176	\$13,812

Door Repair and Installation Services

RFB DAS 2022-07

February 17, 2022 @ 2:00 PM

Bid Results

Award by Region

West

Lebanon, Jaffrey - Approximately 2 Facilities

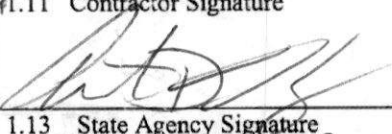
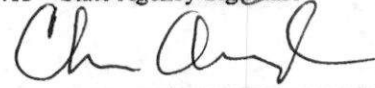
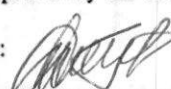
<u>Vendor</u>	<u>Hourly Rate Monday through Friday 7:00 AM to 5:00 PM</u>			<u>Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM</u>			Total Estimated Amount in Dollars
	Estimated Hours	Rate	Total	Estimated Hours	Rate	Total	
D. L. King & Associates, Inc.	32	\$94.00	\$3,008	8	\$115	\$920	
	Materials		\$7,500	Materials		\$2,000	
Total			\$10,508			\$2,920	\$13,428
Pasek Security	32	\$115	\$3,680	8	\$165	\$1,320	
	Materials		\$7,500	Materials		\$2,000	
Total			\$11,180			\$3,320	\$14,500
Kamlock Lock Solutions	32	\$98	\$3,136	8	\$147	\$1,176	
	Materials		\$7,500	Materials		\$2,000	
Total			\$10,636			\$3,176	\$13,812
						Grand Total for All Six Regions	<u>\$301,652</u>

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name D.L.King & Associates, Inc.		1.4 Contractor Address 45 Bates Rd Merrimack NH 03054	
1.5 Contractor Phone Number 603-262-5838	1.6 Account Number Various	1.7 Completion Date April 5, 2024	1.8 Price Limitation \$301,652.00
1.9 Contracting Officer for State Agency Michael Connor		1.10 State Agency Telephone Number (603) 271-6899	
1.11 Contractor Signature  Date: 2/24/22		1.12 Name and Title of Contractor Signatory A. DEAN KING CEO	
1.13 State Agency Signature  Date: 3/10/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/14/2022			
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 as indicated in block 1.17, 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. 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 affected 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. 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, 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 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. The State shall have no liability to the Contractor other than the contract price.

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 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.

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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all 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 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **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.

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

23. **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.

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

EXHIBIT "A"

SPECIAL PROVISIONS

1. No Special Provisions.

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "Door Repair and Installation Services" to facilitate the timely repair of defective interior and exterior doors, power operated and low energy doors and or installation new interior or exterior doors and related hardware for state owned buildings located at the following regions:
 - Concord Area - Concord, Hooksett - Approximately 60 facilities
 - South Area - Manchester, Derry, Nashua, Milford, Merrimack - Approximately 7 facilities
 - Central Area - Laconia, Plymouth, Franklin - Approximately 7 Facilities
 - Seacoast Area - Portsmouth, Dover, Brentwood, Rochester and Hampton
Approximately 5 facilities
 - North Area - Ossipee, North Conway, Lancaster - Approximately 3 Facilities
 - West Area - Lebanon, Jaffrey - Approximately 2 Facilities
2. The term of this non-exclusive contract shall begin on April 6, 2022 or upon approval of the Governor and Executive Council, whichever is later, through April 5, 2024, a period of approximately two (2) years. The contract may be extended for one additional year at terms and conditions acceptable to both parties. Any such contract extension shall be subject to approval by Governor and Council.
3. The State has the right to terminate the contract at any time giving the Contractor a thirty day written notice.
4. The term, "Door Repair and Installation Services", as used above shall include providing all supervision, labor, materials, transportation, tools and equipment necessary to satisfactorily complete the "Door Repair and Installation Services" as identified herein. Individual projects shall not exceed \$25,000 including all costs associated with any individual project, including supervision, labor, material, equipment, construction equipment, machinery and supplies etc., unless a waiver is granted by the Director of Plant and Property Management. The Contractor shall submit a not to exceed quote for individual projects at rates established in this contract. For emergency projects requiring immediate attention, the Contractor shall work on a Time and Materials basis subject to review and approval by the State Project Manager.
5. "Door Repair and Installation Services" shall include the following at a minimum:
 - a) Repair of defective interior and exterior wood and metal doors, thresholds, frames including lites, hinges and related hardware to make the doors safe, secure and function properly.
 - b) Installation of new interior and exterior wood and metal doors, frames including any lites, hinges and related hardware.
 - c) Repair of defective power operated pedestrian doors and associated systems and hardware.
 - d) Repair of defective low energy door operators and related systems and hardware.
 - e) Repair of defective power assisted ADA door controls and operators.
 - f) Maintain, repair and inspect power operated pedestrian doors and associated systems and hardware.

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

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

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

- 7. The typical working hours will range from 7:00 AM and 5:00 PM Monday through Friday, but occasions may arise which would require work to be performed before or after these hours, on weekends, or holidays. The typical working hours may vary by the type of facility or the operational needs of the State where work is being performed, and will be established at the beginning of each project.
- 8. The Contractor shall notify the State Project Manager of any maintenance related issues that are discovered while performing the work.
- 9. The Contractor shall secure and pay for any permits, government fees and inspections required by the authorities having jurisdiction. The Contractor shall ensure that any inspections are made by the appropriate State or local authority having jurisdiction.

10. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - a) All employees of the work and all other persons who may be affected thereby;
 - b) All the work and all materials and equipment to be incorporated therein, whether in storage on or off-the site, under the care; custody or control of the Contractor or any of their subcontractor(s).
11. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
12. If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the project area and the State Project Manager notified. No further work shall be conducted in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. The Contractor shall fully cooperate with the State and perform any remedial work as directed. Work shall continue in other areas of the Project unless otherwise directed.
13. Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.
14. The Contractor shall provide methods, means, and facilities to minimize noise produced by construction operations.
15. The Contractor shall employ sufficient number of trained personnel so that all requests for door repair service calls are answered within the required time limitations.
16. The Contractor shall respond by phone or other electronic device to all door repair service calls within one business day after report of occurrence.
17. The Contractor shall ensure that all materials shall be of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new unless otherwise specified and Door Repair and Installation Services shall be good quality free from faults and defects.
18. The Contractor shall further ensure that all dirt and debris resulting from the work under any resulting contract shall be disposed of at the end of each day or at the completion of work.
19. The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Contractor guarantees to repair, replace, re-execute or otherwise correct any defect in workmanship, materials, of the like that fails to conform to the requirements of the State, or that appear during the progress of the work or within one year of final acceptance by the State.

20. The Contractor is responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under a contract.
21. All work shall be done in such a manner as not to interfere with the State's operating functions. The Contractor and their employees shall familiarize themselves and comply with all rules and regulations applicable to each project.
22. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
23. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
24. 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.
25. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
26. All work performed shall be scheduled by the State Project Manager from the Department of Administrative Services.
27. The Contractor shall perform all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed therefore. All the work, labor furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s).
28. The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.
29. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property by the Contractor during the performance of this service shall be repaired at their own expense.

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Door Repair and Installation Services" at the rates listed below for a not to exceed total of **\$301,652.00** for the period commencing on April 6, 2022 or upon Governor and Council approval whichever is later through April 5, 2024 (herein after referred to as the contract price) in return for the services described in Exhibit "B".

2. **Scheduled Door Repair and Installation Services**

The Contractor shall submit not to exceed quotes for individual projects at rates established in this contract. Individual projects are not to exceed \$25,000, including all costs associated with any individual project, including supervision, labor, material, equipment, supplies etc., unless a waiver is granted by the Director of Plant and Property Management.

The following information is required on all invoices:

Dates and location of the services;

Detail of the work performed;

Copy of the Contractor's material invoices to verify mark up and prices.

3. **Emergency Door Repair and Installation Services**

For emergency projects requiring immediate attention, the Contractor shall work on a Time and Materials basis subject to review and approval of the State Project Manager. The hourly rates shall be for the actual amount of time at the respective job sites. The mileage charge shall be the mileage reimbursement rate as established for the calendar year by the Internal Revenue Service. The rate for calendar 2022 is \$0.585 per mile portal to portal, or the distance from the previous worksite to the new worksite, whichever is less. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time. All materials and supplies including sub contractors may be invoiced at a markup not to exceed 30% over contractor's cost. Subcontractors work may be invoiced at a markup not to exceed 10% over contractor's cost.

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

Detail of work performed;

Dates and location of services;

Copy of the Contractor's material invoices to verify mark up and number of hours per person worked.

4. **Rate Schedule**

Concord Area

Concord, Hooksett - Approximately 60 facilities

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM to 6:59 AM
Door Repair/ Install	\$74.00	\$98.00

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

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install	\$74.00	\$99.00

Central
Laconia, Plymouth, Franklin - Approximately 7 facilities

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install	\$84.00	\$105.00

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

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install	\$84.00	\$110.00

North
Ossipee, North Conway, Lancaster - Approximately 3 facilities

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install	\$94.00	\$115.00

West
Lebanon, Jaffrey - Approximately 2 facilities

Description	Hourly Rate Monday through Friday 7:00 AM to 5:00 PM	Hourly Rate Saturday, Sundays, Holidays and Monday through Friday from 5:01 PM o 6:59 AM
Door Repair/ Install	\$94.00	\$115.00

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

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

State of New Hampshire
Bureau of General Services
Kristen Avery
25 Capitol Street, Room 112
Concord, NH 03301

State of New Hampshire
Bureau of Court Facilities
Diane Cantin
25 Capitol Street, Room 111
Concord, NH 03301

State of New Hampshire
Bureau of Facilities and Assets Management
Sherri Senechal
129 Pleasant Street
Concord, NH 03301


2/24/22

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that D.L. KING & ASSOCIATES, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on December 29, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 332476

Certificate Number : 0005687645



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of March A.D. 2022.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

**Job #RFB-DAS 2022-07
Door Repair and Installation
NH State Wide**

D.L. King & Associates, Inc.

Certificate of Vote

I, Arthur E. King, Jr., hereby certify that I am duly elected Secretary of D.L. King & Associates, Inc.

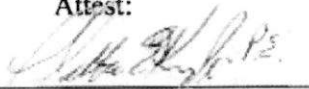
I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on February 24, 2022 at which a quorum of the Board was present and voting.

VOTED:

That A. Dean King, CEO is duly authorized to enter into a specific Agreement for the Corporation with the State of New Hampshire, and further 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 February 24, 2022 and that A. Dean King is the duly elected CEO, respectively, of this Corporation.

Attest:



Date: February 24, 2022

Secretary
Arthur E. King, Jr.

Corporate Seal:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2022

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

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

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Renee Skillings PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: rskillings@rowleyagency.com
INSURED D.L. King & Associates, Inc. 27 Tanglewood Drive Nashua NH 03062	INSURER(S) AFFORDING COVERAGE INSURER A: Arbella Insurance Group INSURER B: Arbella Protection Ins Co INSURER C: Colony Insurance Company-SEE ATTACHED INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 21-22 State 1M Umb

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			8500062916	9/3/2021	9/3/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			1020032951	9/3/2021	9/3/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4620086375	9/3/2021	9/3/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A		4220057417 3A States: NH/MA Excluded Officers: Donna & Arthur King, Jr.	9/3/2021	9/3/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	LEASED/RENTED EQUIPMENT			4620086375	9/3/2021	9/3/2022	LIMIT 35,000

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

Re: Door Repair and Installation Services at several facilities throughout New Hampshire
The State of New Hampshire, its agencies, and its agents and employees are additional insureds for ongoing operations performed by or on behalf of D.L. King & Associates, Inc., per written contract.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Administrative Services Charles Arlinghaus r designee 25 Capitol Street Room 120 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Renee Skillings/RLS <i>Renee L. Skillings, CRIS</i>
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COMMENTS/REMARKS

PROFESSIONAL/POLLUTION COVERAGE:

Carrier: C - Colony Insurance Company

Policy number: CPLUS305305

Policy term: 6/1/21-6/1/22

Policy Aggregate: \$1,000,000

Each Pollution Condition: \$1,000,000; \$10,000 Deductible

Professional Liability - Each Wrongful Act: \$1,000,000; \$10,000 Deductible; Claims Made;

Retro Date 6/1/16