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STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION  
STATE MILITARY RESERVATION  
4 PEMBROKE ROAD  
CONCORD, NEW HAMPSHIRE 03301-5652

William N. Reddel, III, Major General  
*The Adjutant General*

Warren M. Perry, Colonel (ret.)  
*Deputy Adjutant General*

Stephanie L. Milender  
*Administrator*

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June 8, 2017

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

**REQUESTED ACTION**

Authorize The Adjutant General's Department to execute the first of two (2) contract renewal options with Dubois & King, Inc. (vendor code #160381), 6 Green Tree Drive, South Burlington, Vermont 05403, for Professional Mechanical, Electrical, Plumbing Engineering Services for planning and design of various projects as necessary and required by the Department from the period of Governor and Council approval through June 30, 2018. The contract was originally approved on June 10, 2015, item #43. The amount to be expended under this agreement shall not exceed \$250,000.00.

**EXPLANATION**

Two (2) different vendors were selected to perform these specific engineering services, with each project being funded from accounts specific to each particular project. The majority of projects needing this type of work are maintenance/repair and Capital Budget projects. The Department wishes to execute this contract renewal with Dubois & King, Inc., to continue to expedite the project workload and provide appropriate technical expertise as required for specific future projects. The contract has effectively enabled the Department to respond quickly to unscheduled project requests and possible architectural and building issues.


The request for qualifications used to identify the chosen vendor(s) and the selection process utilized by the Department for this project is in accordance with RSA 21-I:22, "*Selection of Engineers, Architects and Surveyors*", as many of the projects need a professional architectural stamp to be legally sufficient. The Department negotiated with the vendor(s) to establish the rates of compensation. The rates were compared with New Hampshire Bureau of Public Works contracts for these services and a number of Federal Government General Services Administration contracts. The Adjutant General's Department determined that the negotiated rates are fair and reasonable. The Request for Qualifications was advertised with an initial base contract period with the option for two (2) one-year renewal periods subject to the agreement of both parties and the additional Governor and Council approval of such contract renewal(s).

His Excellency Governor Christopher T. Sununu  
and the Honorable Executive Council  
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Federal Funds may be used to pay for these contract services and are provided to the State of New Hampshire - Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Your approval is respectfully requested.

Respectfully Submitted,

  
William N. Reddel, III  
Major General, NHNG  
The Adjutant General

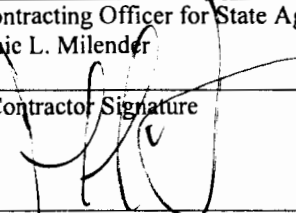
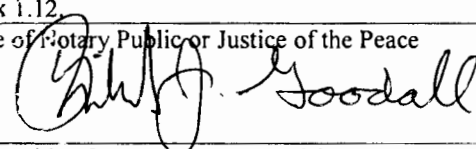
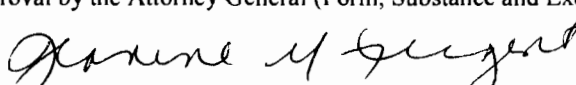
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name THE ADJUTANT GENERAL'S DEPARTMENT		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301	
1.3 Contractor Name Dubois & King, Inc.		1.4 Contractor Address 6 Green Tree Drive, South Burlington, VT 05403	
1.5 Contractor Phone Number (802) 922-6909	1.6 Account Number TBD	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency Stephanie L. Milender		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jeffrey W. Tucker, President	
1.13 Acknowledgement: State of Vermont, County of Orange On 06/06/17, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Richard J. Goodall, Notary Public			
1.14 State Agency Signature Stephanie L. Milender		1.15 Name and Title of State Agency Signatory Stephanie L. Milender, Administrator	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/19/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 this Agreement, and for a period of six (6) months aft Completion Date in block 1.7, the Contractor shall no and shall not permit any subcontractor or other person corporation with whom it is engaged in a combined ei perform the Services to hire, any person who is a Stat 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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 ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**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. 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. WAIVER OF BREACH.** 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.

**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. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

**STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT**

**P-37 AGREEMENT**

**EXHIBIT A: SCOPE OF SERVICES**

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**Professional Mechanical, Electrical & Plumbing Engineering Services**

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**GENERAL:** The contractor shall furnish all labor, materials, and services as needed to perform consultant services as necessary in regard to mechanical, electrical, and plumbing engineering, internal electrical systems, both indoor and outdoor lighting, as well as other miscellaneous projects. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**CONTRACT PERIOD:** The contract period will be from the date of Governor & Council approval, or July 1, 2017 (whichever date is later) through June 30, 2018. One (1) additional one year contract renewal period may be granted upon mutual agreement of both parties.

**BACKGROUND:** The Adjutant General's Department has approximately fifteen (15) Readiness Centers (RC), four (4) field maintenance shops (FMS), a combined surface maintenance shop (CSMS), a State Military Reservation (SMR), a 100-acre training site, a Regional Training Institute (RTI), an Army Aviation Support Facility (AASF), and other ancillary facilities statewide. The NHARNG Construction and Facilities Management Office (CFMO) located in Concord on the SMR has chief responsibility for all infrastructure support to include master planning, real property management, land acquisition, Geospatial Information Systems (GIS), site development, design review, construction administration and facilities maintenance. Most facilities are approximately 50-years old and due to changes in building codes as well as space authorizations for equipment, our facilities do not meet our current needs as a modern operational force or the needs of the citizens of our communities. Aging buildings and infrastructure are compromising mission success at our facilities due to the following reasons: variety of non-standardized systems installed during upgrades over the life of the building; original systems installed when the building was constructed that may not be performing at peak efficiency as they approach the end of their service life; lack of cohesive master plan for restoration and modernization of building systems; lack of code compliance at sites; lack of fire/life safety equipment; inefficient window air conditioning units; and minimal upgrades in electrical and plumbing systems. Existing HVAC systems consist of a variety of types and ages to include oil and gas fired boilers, electric water heaters, forced hot air systems, a geothermal system, that must be able to tie into the eMS (Energy management System). The FMO is looking to obtain services to include construction administration of small projects in accordance with current state and federal statutes, as well as complete analysis of existing building systems, master plans and other deliverables for our facilities in order to correct current deficiencies and meet future operational requirements.



## **LIST OF POTENTIAL PROJECTS WITH GENERAL DESCRIPTIONS:**

The following is a list of potential projects to be performed under this contract. The Adjutant General's Department may request the consultant to perform other services not specified that it determines are within the scope of the Agreement and the consultant has the technical qualifications to perform.

**Mechanical systems engineering/analysis:** Evaluation and system analyses of existing HVAC systems with recommendations for sustainment, restoration or modernization; recommend time schedules and/or components for upgrade; provide drawings and parts schedules for recommendations. Ability to conduct forensic analysis and provide written reports of failed parts as required. Conduct analysis of thermal loads in work spaces and perform balancing as necessary. Evaluate and make recommendations to current DDC system, possibly redesign. Evaluate existing compressed air systems. Work may also include modifications and replacement of mechanical systems to include, but not limited to: air handling units, chillers, boilers, ductwork systems and accessories, piping systems (including pumps), HVAC system controls, and fire protection sprinkler systems and accessories.

**Electrical engineering:** Conduct load analysis at various locations and provide recommendations on upgrades; internal building lighting design; primary and secondary power distribution systems, analysis of existing telephone/data systems; security systems. Develop plans to maximize day lighting in office spaces. Ensure buildings are code compliant at main distribution panels, service masts and internal building wiring. Make recommendations regarding building services based on present and future force structure. Design and facilitate upgrade to building services based on present and future force structure. Design and facilitate upgrade to building bonding systems, grounding, surge and lightning protection. Investigate possible cogeneration and other Net Zero, LEED or Green Initiative energy measures for the NHARNG. Photometric site plans are needed at most of our facilities where lack of adequate lighting exists to meet current anti-terrorism/force protection (AT/FP) security measures.

**Plumbing engineering:** Examples of projects include investigation of water line failures; analysis and redesign of sewer and septic systems; analysis and design of shower and toilet facilities; and analysis and design on sizing hot water systems.

**Consultant Services:** Provide opinions of cost for projects in design or under construction.

**Enhanced/Retro Commissioning:** Act as or provide certified commissioning agent for future buildings as well as existing buildings. Systems original to building lack current balancing and may need to be adjusted to increase efficiency. Make recommendations on building systems to increase sustainability and environmental responsibility. Test and balance systems at buildings and develop long range maintenance and upgrade plan.

### **Project Management and Delivery Instruction:**

Once the firm(s) is/are selected, the general anticipated project execution methodology will be:



1. The Adjutant General's Department shall determine project needs and develop a scope of work, or collaborate with the contractor to develop a scope of work. The scope of work shall include as a minimum: general project information, tasks to be completed, deliverables to be provided and a timetable for completion.
2. The Adjutant General's Department may request a short proposal and project fee estimate from the contractor(s).
3. The contractor(s) shall prepare a cost proposal. Cost proposals will be based on the time and materials rates (and overhead and profit if broken out separately) based on the approved rates established during negotiations.
4. The Adjutant General's Department will technically evaluate the cost proposal and determine the reasonableness of the cost proposal. If the proposal is determined to be reasonable, the Adjutant General's Department will issue a Notice to Proceed memorandum. If the project cost proposal is not determined to be reasonable, the Adjutant General's Department will request a justified modification from the contractor. Once an agreed upon cost proposal is established, the owner will issue a notice to proceed memorandum. The notice to proceed will include copies of the approved project scope of work and cost proposal.
5. The owner and the contractor shall attend a project kick-off meeting to clarify the manner of conducting the project, to review a proposed project schedule, a proposed outline of the project tasks to be executed and confirmation of expected deliverables.
6. The Adjutant General's Department may request monthly status reports for any project that exceeds one month in length, and/or between deliverables for specific project tasks. Status report will include: the specific project task that were completed, funds spent, a general outline of work to be completed in the coming month, and any issues that need to be addressed.
7. The contractor will submit invoices as specific project tasks and deliverables are completed and delivered to the owner's project manager. Invoicing for projects costs beyond the approved proposal cannot be issued without prior approval, and a written notice of cost increase approval is required. Invoicing and payment is further outlined in Exhibit B.
8. The contractor completes projects when all project tasks are accomplished in accordance with the project scope of work as determined by the owner.

**PRIMARY CONTACT and PROJECT MANAGERS:**

New Hampshire Adjutant General's Department  
NHNG-FMO (ATTN: Ken Coombs, RA)  
1 Minuteman Way  
Concord, NH 03301-5607  
(603) 227-1466  
[Kenneth.coombs8.nfg@mail.mil](mailto:Kenneth.coombs8.nfg@mail.mil)

The Adjutant General's Department will assign project managers from our facilities management office (FMO) to each approved project in the project's Notice to Proceed memorandum.

**STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT**

**P-37 AGREEMENT**

**EXHIBIT B: THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF  
PAYMENT**

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**Professional Mechanical, Electrical and Plumbing Engineering Services**

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The Contract Price

The Contract Price – The Adjutant General's Department will pay the Contractor an amount not to exceed of \$250,000.00 per contract year July 1, 2017 (or upon Governor and Council approval, whichever date is later) through June 30, 2018. The option for the second, one-year contract extensions/renewal (2019) will be based upon satisfactory completion this first renewal option. The Contractor may receive the entire amount, or any portion of said contract total amount, depending on services rendered during the contract year.

This limit shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Invoices will be submitted by the Contractor to:

The Adjutant General's Department  
NGNH-FMO  
1 Minuteman Way  
Concord, NH 03301-5607.

Payment will be made within thirty (30) days after receipt of a proper invoice.

Terms of Payment

- Invoicing shall be monthly lump sum based on the percent of completion per task as established in the Project Notice to Proceed memo(s) for the specified task (s).
- Travel expenses will be reimbursed based on the Joint Travel regulation (Federal Per Diem rates) for actual travel incurred during the billing month.
- Payment will be issued after receipt and approval of proper invoices and receipt of identified task deliverables (if applicable to a completed task) determined acceptable by the Adjutant General's Department primary contact.

**THE ADJUTANT GENERAL'S DEPARTMENT**

**Professional Mechanical, Electrical and Plumbing  
Engineering Services**

**Dubois & King**

**Harriman**

**2017-18 Fee Schedule**

<b>Position Title</b>	<b>Hourly Fee</b>
Principal	\$170.00
Project Manager	\$135.00
Senior Architect	\$120.00
Architect	\$95.00
Architect Historian	\$115.00
Principal Structural Engineer	\$125.00
Senior Structural Engineer	\$125.00
Structural Engineer	\$85.00
Principal Mechanical Engineer	\$150.00
Senior Mechanical Engineer	\$120.00
Mechanical Engineer	\$85.00
Senior Electrical Engineer	\$120.00
Electrical Engineer	\$95.00
Senior Fire Protection Engineer	\$125.00
Fire Protection Engineer	\$90.00
ASHRAE Certified Commissioning Agent	\$120.00
Construction Inspector	\$85.00
CAD/CADD Technician	\$85.00
Junior Engineer (All Disciplines)	\$80.00
Administrative Support	\$58.00

*Other specialties will be negotiated as required and fees identified during the initial project meeting.*

**STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT**

**EXHIBIT C, SPECIAL PROVISIONS**

**SUBJECT: Professional Mechanical, Electrical & Plumbing Engineering Services**

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

4. **General Provisions** are amended as follows:

a. **Provision 7. PERSONNEL sub-part 7.2:** Delete the period at the end of the provision, and add the following:

"or who is a National Guardsperson or who is a federal employee of the National Guard."

b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

**c. Provision 14. INSURANCE AND BOND:** *Add* the following sub-sub-part:

14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability.

## **5. GOVERNING REGULATIONS:**

**Title 2 Code of Federal Regulations (CFR) Part 200**, and **NGR 5-1**, shall govern this Agreement and include the following terms and conditions:

### **Nondiscrimination.**

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.

b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

### **Lobbying.**

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

### **Drug-Free work Place.**

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

### **Environmental Protection.**

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C.

4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

#### **Use of United States Flag Carriers.**

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

#### **Debarment and Suspension.**

**Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.** The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at [www.sam.gov](http://www.sam.gov) to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and sub recipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and sub recipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

#### **Buy American Act.**

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy



American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

**Uniform Relocation Assistance and real Property Acquisition Policies.**

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

**Copeland “Anti-Kickback” Act.**

The state covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

**Contract Work Hours and Safety Standards Act.**

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT D - Environmental Management System  
Notice for Contractors and Contractor employees

The New Hampshire Army National Guard NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations. The significant environmental aspects are listed below:

- Energy Use
- Vehicle Travel (fleet) Between Work Stations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

### **Energy Use**

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, or reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

**Vehicle Travel (fleet) Between Work Stations**

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

**Significant aspects likely to be affected by contractor's activities, products, or services:**  
(To be discussed at the Kickoff meeting)

**Review of specific contract provisions related to environmental aspects:**  
(To be discussed at the Kickoff meeting)

**Contact Information:**

The Adjutant General's Dept. Environmental Staff (603) 227-1439

**Resources Provided Upon Contractor Request:**

NHARNG Integrated Cultural Resources Management Plan (ICRMP)  
NHNG Green Procurement Plan  
Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF)  
NHARNG Hazardous Waste Management Plan

# 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 DUBOIS & KING, INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on June 04, 1970. 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: 766



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of June A.D. 2017.

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

William M. Gardner  
Secretary of State

**DuBois & King, Inc.**

**Certificate of Vote  
And  
Certificate of Authority**

I, Richard J. Goodall, hereby certify that I am duly elected Clerk of DuBois & King, 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 22, 2017, at which a quorum of the Board was present and voting.

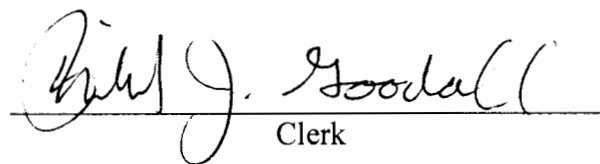
VOTED:

That the President of the Corporation (Jeffrey W. Tucker) is authorized and directed to execute and deliver, on behalf of the Corporation, any and all documents to include, but not by way of limitation, The Professional Mechanical, Electrical & Plumbing Engineering Services IDIQ Contract Renewal that in such officer's sole judgement, are necessary or appropriate in connection with executing The Professional Mechanical, Electrical & Plumbing Engineering Services IDIQ Contract Renewal with the State of New Hampshire Adjutant General's Department to provide Mechanical, Electrical, and Plumbing Services (MEP) for the New Hampshire Army National Guard Facilities Statewide.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of June 6, 2017 and that Jeffrey W. Tucker is authorized to submit the Amendment of Agreement as detailed above for this Corporation.

Attest:

Date: June 6, 2017

  
Clerk

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION  
STATE OF NEW HAMPSHIRE  
DIVISION OF TECHNICAL PROFESSIONS

121 South Fruit Street  
Concord, N.H. 03301-2412

Telephone 603-271-2219 · Fax 603-271-6990

PETER DANLES  
Executive Director

LINDA CAPUCHINO  
Division Director



Wednesday, December 21, 2016

DUBOIS KING INC  
PO BOX 339  
RANDOLPH VT 05060-

## CERTIFICATE

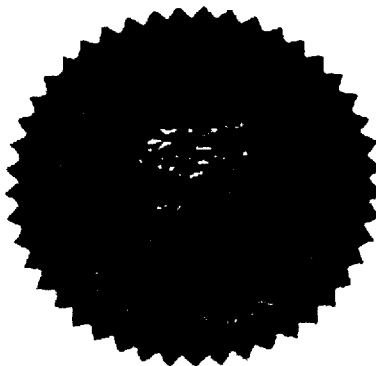
This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2017** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00056









Username  Password

[Forgot Username?](#) [Forgot Password?](#) [Log In](#) [Create an Account](#)

# Search Results

## Quick Search Results

Your search returned the following results...

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity **DUBOIS & KING, INC.**

DUNS: **045010253**

Has Active Exclusion?: **No**

Expiration Date: **05/22/2018**

Purpose of Registration: **All Awards**

CAGE Code: **0YJZ0**

DoDAAC:

Delinquent Federal Debt? **No**

Status: **Active**

[View Details](#)

### Glossary

- Search Results**
- Entity
- Exclusion
- Search Filters**
- By Record Status
- By Record Type

*Debarment*

*Dubois & King*



IBM v1.P.64.20170330-1550

WWW3

- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov



STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

G & C	6-10-15
ITEM #	43

BUSINESS ADMINISTRATION  
STATE MILITARY RESERVATION  
4 PEMBROKE ROAD  
CONCORD, NEW HAMPSHIRE 03301-5652

William N. Reddel, III, Major General  
*The Adjutant General*

Carolyn J. Protzmann, Brigadier General  
*Deputy Adjutant General*

Stephanie L. Milender  
*Administrator*

Phone: 603-225-1360  
Fax: 603-225-1341  
TDD Access: 1-800-735-2964

May 20, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize The Adjutant General's Department to enter into a contract agreement with Dubois & King, Inc. (vendor code #160381), 6 Green Tree Drive, South Burlington, Vermont, 05403, for Professional Mechanical, Electrical, Plumbing Engineering Services for planning and design of various projects as necessary and required by the Department. The contract period is from July 1, 2015 through June 30, 2017. The amount to be expended under this agreement shall not exceed \$250,000.00.

**EXPLANATION**

Two (2) different vendors have been selected to perform these contract services, and each project will be funded from accounts specific to each particular project. The majority of projects needing this type of work are maintenance/repair and Capital Budget projects.

The Department proposes to retain the firm of Dubois & King, Inc. to expedite the project workload and provide appropriate technical expertise as required for specific future projects. This contract will enable the Department to respond quickly to unscheduled project requests and possible emergencies regarding engineering and surveying issues. The decision as to which projects will be assigned will be made on a case-by-case basis, depending on the particular expertise required and the firm's current workload.

The request for qualifications used to identify the chosen vendor(s) and the selection process utilized by the Department for this project is in accordance with RSA 21-I:22, "*Selection of Engineers, Architects and Surveyors*", as many of these projects will need to have a professional engineering or surveying stamp to be legally sufficient.

A rating panel made up of employees from The Adjutant General's Department and the New Hampshire Army National Guard was formed and tasked with rating the proposals submitted. The rating panel members all brought different strengths and knowledge to the table which allowed for independent evaluation during the scoring process, thorough discussion, and weighing the different perspectives during the final rating process.

A Legal Notice was published in the New Hampshire Union Leader newspaper and on the Public Notices web site seeking Requests for Proposals (Letters of Intent) to provide these services. The bid transmittal letter noted that more than one firm may be selected to perform these services. Fourteen (14) vendors submitted letters of interest and ten (10) firms submitted Qualification Packets. Those ten (10) packets were all rated by the panel based on clarity of proposal, comprehension of assignment, work history with similar projects, capacity to do work in a timely manner, quality and experience of project managers and team members, overall suitability to the assignment, quality assurance protocols, and letters of reference.

The ten (10) firms with the highest rated scores were chosen to come in to make a comprehensive oral presentation to the rating panel addressing each of the specific topic areas on the rating checklist. Two (2) firms were subsequently chosen as the finalists based on the total combined score from their initial rating and the oral presentation score. The references provided by these two (2) vendors were then contacted to validate information provided, and the two (2) finalists were confirmed as selected.

The Adjutant General's Department negotiated with the vendor(s) to establish the rates of compensation. The rates were compared with recent New Hampshire Bureau of Public Works contracts for engineering services and a number of Federal Government General Services Administration Engineering and Environmental contracts. The Adjutant General's Department determined that the negotiated rates are fair and reasonable. The Request for Qualifications was advertised with an initial base contract period of two (2) years with the option for two (2) one-year renewal periods subject to the agreement of both parties and additional Governor and Council approval of such contract renewal(s).

A rating summary of Dubois & King, Inc. is attached, along with the rating of all firms who submitted a proposal for these services.

Federal Funds may be used to pay for these contract services and are provided to the State of New Hampshire - Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire National Guard. The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Your approval is respectfully requested.

Respectfully Submitted,



William N. Reddel, III  
Major General, NHNG  
The Adjutant General

# The Adjutant General's Department

## Mechanical, Electrical and Plumbing Engineering Services

### Bid/Management Summary

The procedures used to identify the two (2) firms chosen followed the requirements pursuant to RSA 21-I: 22, "Selection of Engineers, Architects, and Surveyors."

A solicitation was placed in the Union Leader newspaper seeking Requests for Proposals (RFP)/Letters of Intent. The RFP specified that more than one firm could possibly be chosen to perform these services.

Fourteen (14) firms expressed interest, ten (10) firms submitted Qualification Packets and two (2) firms were chosen to perform these services.

The ten (10) packets were reviewed individually by a Rating Panel which comprised of four (4) professionals specializing in this discipline (see *Rater's Bios*).

Packets were rated on clarity of proposal, comprehension of assignment, work history with similar projects, capacity to do work in a timely manner, quality and experience of project manager and team, overall suitability for the assignment, and quality assurance protocols.

The Rating Panel then reviewed Qualification Packet Point totals by firm and assigned 1 through 4 points, rated in order of precedence where 4 = 1<sup>st</sup> choice, 3 = 2<sup>nd</sup> choice, etc. (see *Scorecard by Points*).

The two firms chosen to perform these contract services are Dubois & King and Harriman Associates. While Jacobs Engineering scored second in bid rating of this category, the number 3 rated vendor (Harriman) was chosen instead, as Jacobs scored the highest rating in the Civil/Environmental/Planning category and chosen for that service.

Subject:

PROF. MECHANICAL, ELECTRICAL, PLUMBING ENGINEERING SERVICES

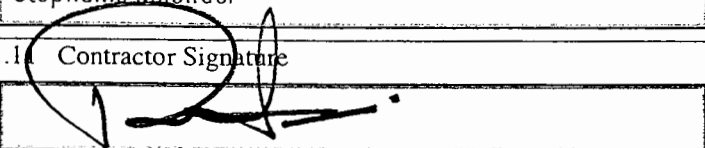
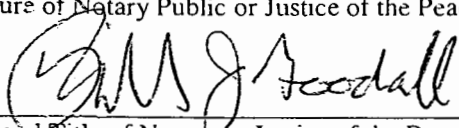

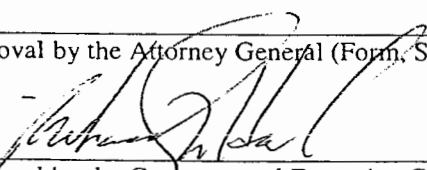
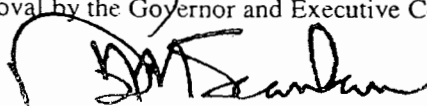
FORM NUMBER P-37 ( version: 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name The Adjutant General's Department		1.2 State Agency Address 1 Minuteman Way, Concord NH 03301-5607	
1.3 Contractor Name Dubois & King Inc.		1.4 Contractor Address 6 Green Tree Drive, South Burlington, VT 05403	
1.5 Contractor Phone Number (802) 878-7661	1.6 Account Number TBD	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency Stephanie Milender		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robert J. Favali, Director, Building Services Division	
1.13 Acknowledgement: State of VERMONT, County of ORANGE On MAY 1, 2015, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace RICHARD J. GOODALL VICE PRESIDENT			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Stephanie L. Milender Administrator	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 5/26/15			
1.18 Approval by the Governor and Executive Council By:  DEPUTY SECRETARY OF STATE JUN 10 2015			

**2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 these liquidated amounts required or permitted by N.H. RSA 777:7 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 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.

9.2 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.

9.3 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.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

**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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer notified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**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. 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.

**WAIVER OF BREACH.** 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.

**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.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be 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.

**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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

P-37 AGREEMENT

EXHIBIT A: SCOPE OF SERVICES

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**Professional Mechanical, Electrical and Plumbing Engineering Services**

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**GENERAL:** The consultant shall furnish all labor, materials, and services as needed to perform consultant services as necessary in regards to mechanical, electrical, and plumbing engineering and analyses both within the building and on the property. This includes HVAC, plumbing, internal electrical systems, both indoor and outdoor lighting, as well as other miscellaneous projects. The Consultant shall comply with all applicable federal, state and local laws, rules and regulations.

**BACKGROUND:** The Adjutant General's Department has approximately fifteen (15) Readiness Centers (RC), four (4) Field Maintenance Shops (FMS), a combined surface maintenance shop (CSMS), a State Military Reservation (SMR), a 100-acre training site, a Regional Training Institute (RTI), an Army Aviation Support Facility (AASF), and other ancillary facilities statewide. The NHARNG Construction and Facilities Management Office (CFMO) located in Concord on the SMR has chief responsibility for all infrastructure support to include master planning, real property management, land acquisition, Geospatial Information Systems (GIS), site development, design review, construction administration and facilities maintenance. Most facilities are approximately 50-years old and due to changes in building codes and space authorizations for equipment, our facilities do not meet our current needs as a modern operational force or the needs of the citizens of our communities. Aging buildings and infrastructure are compromising mission success at our facilities due to the following reasons: variety of non-standardized systems installed during upgrades over the life of the building; original systems installed when the building was constructed that may not be performing at peak efficiency as they approach the end of their service life; lack of cohesive master plan for restoration and modernization of building systems; lack of code compliance at sites; lack of fire/life safety equipment; inefficient window air conditioning units; and minimal upgrades in electrical and plumbing systems. Existing HVAC systems consist of a variety of types and ages, to include oil and gas fired boilers, electric water heaters, forced hot air systems, a geothermal system, that must be able to tie into the eMS (Energy management System). The FMO is looking to obtain services to include construction administration of small projects in accordance with current state and federal statutes, as well as complete analysis of existing building systems, master plans and other deliverables for our facilities in order to correct current deficiencies and meet future operational requirements.

**LIST OF POTENTIAL PROJECTS WITH GENERAL DESCRIPTIONS:**

The following is a list of potential projects to be performed under this contract. The Adjutant General's Department may request the consultant to perform other services not specified that it

determines are within the scope of the Agreement and the consultant has the technical qualifications to perform.

**Mechanical systems engineering/analysis:** Evaluation and system analyses of existing HVAC systems with recommendations for sustainment, restoration or modernization; recommend time schedules and/or components for upgrade; provide drawings and parts schedules for recommendations. Ability to conduct forensic analysis and provide written reports of failed parts as required. Conduct analysis of thermal loads in work spaces and perform balancing as necessary. Evaluate and make recommendations to current DDC system, possibly redesign. Evaluate existing compressed air systems. Work may also include modifications and replacement of mechanical systems to include, but not limited to: air handling units, chillers, boilers, ductwork systems and accessories, piping systems (including pumps), HVAC system controls, and fire protection sprinkler systems and accessories.

**Electrical engineering:** Conduct load analysis at various locations and provide recommendations on upgrades; internal building lighting design; primary and secondary power distribution systems, analysis of existing telephone/data systems; security systems. Develop plans to maximize day lighting in office spaces. Ensure buildings are code compliant at main distribution panels, service masts and internal building wiring. Make recommendations regarding building services based on present and future force structure. Design and facilitate upgrade to building bonding systems, grounding, surge and lightning protection. Investigate possible cogeneration and other Net Zero, LEED or Green Initiative energy measures for the NHARNG. Photometric site plans are needed at most of our facilities where lack of adequate lighting exists to meet current anti-terrorism/force protection (AT/FP) security measures.

**Plumbing engineering:** Examples of projects include investigation of water line failures; analysis and redesign of sewer and septic systems; analysis and design of shower and toilet facilities; and analysis and design on sizing hot water systems.

**Consultant Services:** Provide opinions of cost for projects in design or under construction.

**Enhanced/Retro Commissioning:** Act as or provide certified commissioning agent for future buildings as well as existing buildings. Systems original to building lack current balancing and may need to be adjusted to increase efficiency. Make recommendations on building systems to increase sustainability and environmental responsibility. Test and balance systems at buildings and develop long range maintenance and upgrade plan.

### **Project Management and Delivery Instruction:**

Once the firm(s) is/are selected, the general anticipated project execution methodology will be:

1. The Adjutant General's Department shall determine project needs and develop a scope of work, or collaborate with the consultant to develop a scope of work. The scope of work shall include as a minimum: general project information, tasks to be completed, deliverables to be provided and a timetable for completion.

2. The Adjutant General's Department may request a short proposal and project fee estimate from the consultant(s).
3. The consultant(s) shall prepare a cost proposal. Cost proposals will be based on the time and materials rates (and overhead and profit if broken out separately) based on the approved rates established during negotiations.
4. The Adjutant General's Department will technically evaluate the cost proposal and determine the reasonableness of the cost proposal. If the proposal is determined to be reasonable, the Adjutant General's Department will issue a notice to proceed memorandum. If the project cost proposal is not determined to be reasonable, the Adjutant General's Department will request a justified modification from the consultant. Once an agreed upon cost proposal is established, the owner will issue a notice to proceed memorandum. The notice to proceed will include copies of the approved project scope of work and cost proposal.
5. The owner and the consultant shall attend a project kick-off meeting to clarify the manner of conducting the project, to review a proposed project schedule, a proposed outline of the project tasks to be executed and confirmation of expected deliverables.
6. The Adjutant General's Department may request monthly status reports for any project that exceeds one month in length, and/or between deliverables for specific project tasks. Status report will include: the specific project task that were completed, funds spent, a general outline of work to be completed in the coming month, and any issues that need to be addressed.
7. The consultant will submit invoices as specific project tasks and deliverables are completed and delivered to the owner's project manager. Invoicing for projects costs beyond the approved proposal cannot be issued without prior approval, and a written notice of cost increase approval is required. Invoicing and payment is further outlined in Exhibit B.
8. The consultant completes projects when all project tasks are accomplished in accordance with the project scope of work as determined by the owner.

**PRIMARY CONTACT and PROJECT MANAGERS:**

New Hampshire Adjutant General's Department  
NHNG-FMO (ATTN: Ken Coombs, RA)  
1 Minuteman Way  
Concord, NH 03301-5607  
(603) 227-1466  
[Kenneth.coombs8.nfg@mail.mil](mailto:Kenneth.coombs8.nfg@mail.mil)

The Adjutant General's Department will assign project managers from our Facilities Management Office (FMO) to each approved project in the project's notice to proceed memorandum.

**THE STATE OF NEW HAMPSHIRE  
ADJUTANT GENERAL'S DEPARTMENT**

**P-37 AGREEMENT**

**EXHIBIT B: THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF  
PAYMENT**

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**Professional Mechanical, Electrical and Plumbing Engineering Services**

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The Contract Price

The Contract Price – The Adjutant General's Department will pay the Contractor an amount not to exceed \$250,000.00 for the contract period of July 1, 2015 through June 30, 2017. The option for two, one year renewals will be based upon satisfactory contract services provided in the initial contract period.

The contract limit shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Invoices will be submitted by the Contractor to:

The Adjutant General's Department  
NGNH-FMO  
1 Minuteman Way  
Concord, NH 03301-5607.

Payment will be made within thirty (30) days after receipt of a proper invoice.

Terms of Payment

Invoicing shall be monthly lump sum based on the percent of completion per task as established in the Project Notice to Proceed Memo(s) for the specified task (s), and based on the attached fee schedule. The fee schedule will be used to develop project fixed costs per task (s) and rates will be used for each project proposal.

Travel expenses will be reimbursed based on the Joint Travel regulation (Federal Per Diem rates) for actual travel incurred during the billing month.

Payment will be issued after receipt and approval of proper invoices and receipt of identified task deliverables (if applicable to a completed task) determined acceptable by the Adjutant General's Department primary contact.

# THE ADJUTANT GENERAL'S DEPARTMENT

## Professional Mechanical, Electrical and Plumbing Engineering Services

Dubois & King

Harriman

### 2015 Fee Schedule

Position Title	Hourly Fee
Principal	\$170.00
Project Manager	\$135.00
Senior Architect	\$120.00
Architect	\$95.00
Architectural Historian	\$115.00
Principal Structural Engineer	\$125.00
Senior Structural Engineer	\$125.00
Structural Engineer	\$85.00
Principal Mechanical Engineer	\$150.00
Senior Mechanical Engineer	\$120.00
Mechanical Engineer	\$85.00
Senior Electrical Engineer	\$120.00
Electrical Engineer	\$95.00
Senior Fire Protection Engineer	\$125.00
Fire Protection Engineer	\$90.00
ASHRAE Certified Commissioning Agent	\$120.00
Construction Inspector	\$85.00
CAD/CADD Technician	\$85.00
Junior Engineer (All Disciplines)	\$80.00
Administrative Support	\$58.00

*Other specialities will be negotiated as required and fees identified during the initial project meeting.*



**STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT  
SECURITY SERVICES – STATE MILITARY RESERVATION**

**EXHIBIT C: SPECIAL PROVISIONS**

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**Professional Mechanical, Electrical and Plumbing Engineering Services**

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The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term “Contracting Officer” as used in this agreement shall mean the State’s Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor’s employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

4. **General Provisions** are amended as follows:

a. **Provision 7. PERSONNEL sub-part 7.2:** Delete the period at the end of the provision, and add the following:

“or who is a National Guardsperson or who is a federal employee of the National Guard.”

b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

c. **Provision 14. INSURANCE AND BOND:** *Add* the following sub-sub-part:

14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability.

Professional Liability Indemnification: The Contractor agrees to defend, indemnify and hold harmless the State and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the Contractor or its sub-contractors in the performance professional services covered by this Agreement.

5. ADD the following as Special Provisions to the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1, are hereby incorporated into this MCA by reference as if fully set forth herein, shall govern this Agreement:

**Nondiscrimination.**

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR part 195.

b. On the basis of race, color or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 45.

## **Lobbying.**

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

## **Drug-Free work Place.**

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

## **Environmental Protection.**

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued there under;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Resources Conservation and Recovery Act (RCRA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- (9) The applicable provision of the Clean Air Act (42 U.S.C. § 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

#### **Use of United States Flag Carriers.**

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

#### **Debarment and Suspension.**

The state covenants and agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR Part 1125. The Grantee agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Grantee enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

### **Buy American Act.**

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

### **Uniform Relocation Assistance and real Property Acquisition Policies.**

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

### **Copeland "Anti-Kickback" Act.**

The state covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

### **Contract Work Hours and Safety Standards Act.**

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT D - Environmental Management System  
Notice for Contractors and Contractor employees

The New Hampshire Army National Guard NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations. The significant environmental aspects are listed below:

- Energy Use
- Vehicle Travel (fleet) Between Work Stations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

### **Energy Use**

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, or reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

### **Vehicle Travel (fleet) Between Work Stations**

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

### **Significant aspects likely to be affected by contractor's activities, products, or services:**

(To be discussed at the Kickoff meeting)

### **Review of specific contract provisions related to environmental aspects:**

(To be discussed at the Kickoff meeting)

### **Contact Information:**

The Adjutant General's Dept. Environmental Staff (603) 227-1439

### **Resources Provided Upon Contractor Request:**

NHARNG Integrated Cultural Resources Management Plan (ICRMP)

NHNG Green Procurement Plan

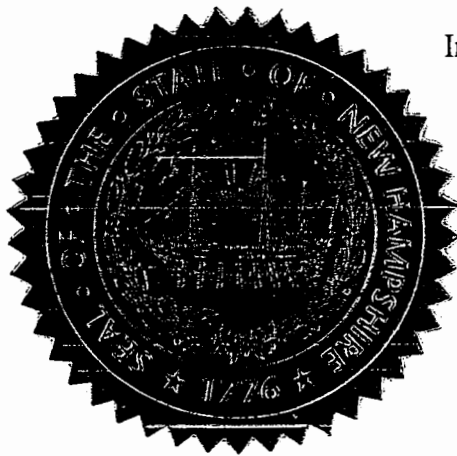
Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF)

NHARNG Hazardous Waste Management Plan

# 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 DUBOIS & KING, INC. a(n) Vermont corporation, is authorized to transact business in New Hampshire and qualified on June 4, 1970. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26<sup>th</sup> day of January, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# DuBois & King, Inc.

## Certificate of Vote

I, Richard J. Goodall, hereby certify that I am duly elected Clerk of DuBois & King, 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 26, 2015, at which a quorum of the Board was present and voting.

### VOTED:

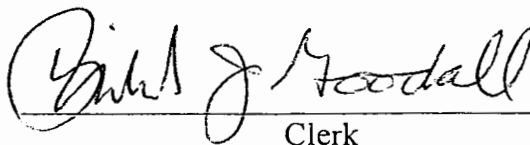
That the Director of the Building Services Division of the Corporation (Robert J. Favali) is authorized and directed to execute and deliver, on behalf of the Corporation, any and all documents to include, but not by way of limitation, contract agreement package that in such officer's sole judgment, are necessary or appropriate in connection with executing a contract agreement with the State of New Hampshire Adjutant General's Department to provide Mechanical, Electrical, and Plumbing Services (MEP) for the New Hampshire Army National Guard Facilities Statewide..

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of April 9, 2015 and that Robert J. Favali is authorized to submit the contract agreement as detailed above for this Corporation.

Attest:

Date:

April 9, 2015

  
Clerk





JOINT BOARD OF LICENSURE AND CERTIFICATION  
STATE OF NEW HAMPSHIRE

57 Regional Drive

Concord, N.H. 03301-8518

Telephone 603-271-2219 • Fax 603-271-6990

Professional Engineers

Architects

Land Surveyors

Professional Geologists

Foresters

Real Estate Appraisers

Manufactured Housing Installers

Louise Lavertu • Executive Director

Electricians

Natural Scientists

Landscape Architects

Court Reporters

Home Inspectors

Accountancy

Manufactured Housing



Wednesday, December 10, 2014

DUBOIS KING INC

PO BOX 339

RANDOLPH

VT 05060-

**CERTIFICATE**

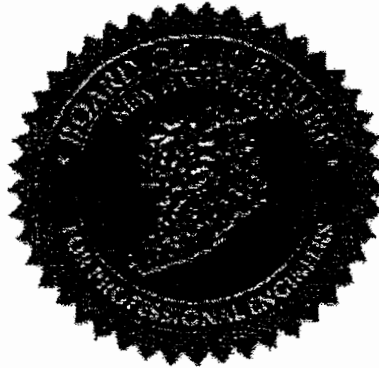
This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2015** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00056





**STATE OF NEW HAMPSHIRE  
THE ADJUTANT GENERAL'S DEPARTMENT**

**BUSINESS ADMINISTRATION  
STATE MILITARY RESERVATION  
4 PEMBROKE ROAD  
CONCORD, NEW HAMPSHIRE 03301-5652**

William N. Reddel, III, Major General  
*The Adjutant General*

Carolyn J. Protzmann, Brigadier General  
*Deputy Adjutant General*

Stephanie L. Milender  
*Administrator*

Phone: 603-225-1360  
Fax: 603-225-1341  
TDD Access: 1-800-735-2964

December 1, 2014

Dear Sir or Madam:

**SUBJECT: Request for Statement of Qualifications and Experience to provide Professional Mechanical, Electrical, and Plumbing Engineering Services**

Thank you for your interest to provide professional mechanical, electrical, and plumbing services for The Adjutant General's Department - New Hampshire Army National Guard. This contract will be for an initial two-year contract period commencing on or about July 1, 2015 with the option for two, one year contract renewals to be based upon satisfactory contract completion of the initial contract period. It should be understood that we reserve the right to award all or a portion of the prospective services to one or more qualified firms. Attached are the exhibits relative to this project that provide additional information.

The State of New Hampshire - Adjutant General's Department reserves the right to accept or reject any or all qualification packages that may be in the best interest of the state.

Firm selection will occur using a quality based selection process in accordance with New Hampshire Revised Statutes Annotated (RSA) 21-I:22. Evaluation will be based upon the following criteria:

- Clarity/Presentation of the Proposal
- Comprehension of the Assignment
- Work History With Similar Projects
- Capacity to Do Work in a Timely Manner
- Quality and Experience of Project Manager/Team
- Overall Suitability for the Assignment
- Quality Assurance/Quality Control Protocol
- Letter of References

Additional documentation required to be considered a valid submission include: 1) Current Corporate Certificate of Vote to submit a qualification package, 2) Current Certificate of Authority from the State of New Hampshire Secretary of State's Office stating the company is

registered to perform work in New Hampshire, and 3) Current Certificate of Insurance (Insurance Binder) showing coverage in the amount identified on the P-37 Standard Agreement, Section 14.

Companies, corporations or trade names, except sole proprietorships must be registered with the State of New Hampshire, Corporate Division, Secretary of State's Office, Concord, NH 03301, phone (603) 271-3244/3246.

Statement of Qualifications and Experience will be limited to thirty-five (35) single sided pages and should be received no later than **January 30, 2015**. Packages can be mailed to the Adjutant General's Department, NGNH-FMO (ATTN: Ken Coombs, RA), 1 Minuteman Way, Concord, NH 03301-5607.

The successful contractor will be chosen based on the Adjutant General's Department Qualification Evaluation Procedure. In accordance with RSA 21-I:22, a short list of not less than three firms will be established. Interviews may be held but are not required with the short list of firms. The Adjutant General's Department will then request a fee schedule to begin negotiation to determine compensation rates that are considered fair and reasonable with the most qualified firm. If the agreement can't be made with the most qualified firm, negotiations will be terminated and the next most qualified firm will be contacted. Please be prepared to provide a fee schedule shortly after the qualifications deadline if requested.

Written or verbal communications should be addressed to: Adjutant General's Department, NGNH-FMO (ATTN: Ken Coombs, RA), 1 Minuteman Way, Concord, NH 03301-5607, phone (603) 227-1466 or via email at [Kenneth.coombs8.nfg@mail.mil](mailto:Kenneth.coombs8.nfg@mail.mil).

KENNETH COOMBS, RA  
ARCHITECT  
Adjutant General's Department

Enclosure: Exhibit A: Scope of Services  
Exhibit B: The Contract Price, Method of Payment and Terms of Payment  
Exhibit C: Special Provisions: Amendments to Agreement  
Exhibit D: Environmental  
Form P-37

Input session.

- GIS map current developed and undeveloped land use categories in Plymouth and derive projections on future growth. Possible additional GIS mapping may be included as needed.
- Produce charts and graphs as well as verbiage in the new Master Plan document.
- Document and Interpret public input for inclusion in the new Master Plan document.
- Create an Economic Development chapter for the Master Plan which looks at long term growth in Plymouth's commercial district and inherent impacts, if any. This chapter should include comparison to commercially developed towns along the I93 corridor in Grafton County such as Tilton and Littleton.
- Consider Plymouth State University's recently updated Master Plan to gauge impacts to the Town, if any.

This list outlines the general milestones and tasks anticipated for the Plymouth Master Plan update and will be refined with the Town Planner, Planning Board and chosen consultant upon selection.

The process is expected to take 18 to 24 months to accomplish and will include several scoping meetings before the process actually commences. The actual public process will begin in the first quarter of 2015 after town meeting.

Applicants for the consultant position shall submit a concise proposal of no more than three pages detailing their ability to perform the duties listed above within the timeline presented and cite the remuneration anticipated upon completion of their duties.

The applicant shall be a professional planner or planning firm or entity with experience in creating master plans for municipalities in New Hampshire. The principal who will lead the master plan process shall be named as shall any associated professionals participating in the work product and a brief overview of their credentials listed in the RFP response.

All contact information including mailing address, telephone number and email address shall be included in the RFP submittal. The submission period for RFPs shall end at close of business on Friday, November 21, 2014. Submittals may be mailed to Sharon Penney, Plymouth Town Planner, 6 Post Office Square, Plymouth, NH 03264 or emailed to [spenney@plymouth-nh.org](mailto:spenney@plymouth-nh.org). (UL - Nov. 2)

## Legal Notice

### Request for Proposals The State of New Hampshire Adjutant General's Department Professional Architectural Services

The Adjutant General's Department is seeking to retain on-call qualified and experienced firm(s) interested in providing professional architectural services for various State facilities. The selected firm(s) should be familiar with all aspects of building design, to include mechanical, electrical and structural engineering and analysis within buildings. Firms interested in providing these services should submit a 1-page letter of interest requesting an Information Packet by 5:00 PM on December 1, 2014 to The Adjutant General's Department, Attn: Mr. Kenneth Coombs, RA, 1 Minuteman Way, Concord, NH 03301. Questions pertaining to this RFP can be sent via email to [kenneth.coombs8.nfg@mail.mil](mailto:kenneth.coombs8.nfg@mail.mil). Firm selection

### The State of New Hampshire Adjutant General's Department Professional Civil Engineering, Environmental and Master Planning Services

The Adjutant General's Department is seeking to retain on-call qualified and experienced firm(s) interested in providing professional civil engineering, environmental planning, and master planning services for various State facilities. The selected firm(s) should be familiar with site development design, to include all permitting aspects, environmental compliance, and master planning activities. Firms interested in providing these services should submit a 1-page letter of interest requesting an Information Packet by 5:00 PM on December 1, 2014 to The Adjutant General's Department, Attn: Mr. Kenneth Coombs, RA, 1 Minuteman Way, Concord, NH 03301. Questions pertaining to this RFP can be sent via email to [kenneth.coombs8.nfg@mail.mil](mailto:kenneth.coombs8.nfg@mail.mil). Firm selection will occur using a qualification based selection process. (UL - Oct. 31; Nov. 2)

## Legal Notice

### STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION BUREAU OF HIGHWAY MAINTENANCE INVITATION TO BID

The Department of Transportation Bureau of Highway Maintenance is soliciting proposals for Sponsorship of the Bureau of Highway Maintenance Motorist Service Patrol (MSP) for the period of three (3) years with an option to extend two (2) years:

The proposal shall specify the annual sponsorship amount (no bids lower than \$35,000 annually accepted). Sponsorship includes the vendors logo, trademark, branding, wrapping and/or marketing message on one MSP vehicle in Derry, as well as MSP written material and on the Bureau's website. The MSP vehicle operates approximately 2,106 hours per year along I-93 from the Massachusetts state line to the southern merge with I-293.

Specifications and proposal forms may be obtained from the Bureau of Highway Maintenance at the address below (603-271-2693) or on the Bureau's website [http://www.nh.gov/dot/org/operations/highway\\_maintenance/documents.htm](http://www.nh.gov/dot/org/operations/highway_maintenance/documents.htm) under RFP's. Proposals must be completed on regular proposal forms.

Proposals shall be placed in an envelope with the envelope sealed and plainly marked: "Bid for Motorist Service Patrol Sponsorship, NHDOT, Bureau of Highway Maintenance."

Sealed proposals must be received no later than 1:00 PM EST on December 1, 2014 in the Bureau of Highway Maintenance at the following location:

New Hampshire Department  
of Transportation  
7 Hazen Drive

Concord, New Hampshire 03301-0483

It shall be the bidder's responsibility to ensure the proposal is deposited as specified. Proposals delivered to the Bureau by alternative means to hand-delivery are submitted at the sole risk of the bidder. The Department will not accept responsibility for any reason if the proposal is not delivered to the Bureau of Highway Maintenance by the specified time and date. Proposals received after the time for opening bids will be marked as "Late" and will not be eligible for consideration in the evaluation process.

The right is reserved to waive any

proposal. A pre-bid conference that will address both requests will be held at Pease Field Office, 222 International Drive, Suite 175, Portsmouth, NH 03801 on November 12, 2014 at 1pm. Attendance is optional.

Proposals responding to either request must be received by 3 pm on November 21, 2014. Please mail to: Attn: CVA, State of NH DES, 29 Hazen Drive PO Box 95, Concord NH 03302, email to [CVA@des.nh.gov](mailto:CVA@des.nh.gov), or fax to (603) 271-7894. The State of NH reserves the right to accept or reject any and all proposals. For more information contact Melanie Titus, CVA coordinator, at (603) 271-8803 (phone). (UL - Nov. 2)

## Legal Notice

### Request for Proposals The State of New Hampshire Adjutant General's Department Professional Mechanical, Electrical and Plumbing Engineering Services

The Adjutant General's Department is seeking to retain on-call qualified and experienced firm(s) interested in providing professional mechanical, electrical, and plumbing engineering services for various State facilities. The selected firm(s) should be familiar with HVAC system design, testing and balancing of IAQ systems, energy conservation project design, building bonding & grounding, lighting design and all aspects of plumbing design. Firms interested in providing these services should submit a 1-page letter of interest requesting an Information Packet by 5:00 PM on December 1, 2014 to The Adjutant General's Department, Attn: Mr. Kenneth Coombs, RA, 1 Minuteman Way, Concord, NH 03301. Questions pertaining to this RFP can be sent via email to [kenneth.coombs8.nfg@mail.mil](mailto:kenneth.coombs8.nfg@mail.mil). Firm selection will occur using a qualification based selection process. (UL - Oct. 31; Nov. 2)

## Legal Notice

### TOWN OF AUBURN PLANNING BOARD NOTICE OF PUBLIC HEARING

You are hereby notified of the following public hearing which will be held on **Wednesday, November 19th, 2014**, at 7:00 p.m. in the Town of Auburn, Town Hall, 47 Chester Road, Auburn, New Hampshire. The Planning Board will consider for acceptance/approval the application listed below. Additional public hearings, work sessions, and/or site walks will be announced at this time. Please do not hesitate to contact me if you have any questions concerning this hearing.

**Norman F. Milne Revocable Trust**  
546 Londonderry Turnpike,  
Tax Map 3, Lots 3 & 3-1  
Conditional Use Permit Review  
**JMJ Properties, LLC/Jean Gagnon**  
Saddle Hill Drive & Ledgewood Drive,  
Tax Map 8, Lots 2-21, 2-22,  
2-23 & 2-24  
Tax Map 8, Lots 2-28 & 2-29

- 1) **Minor Subdivision (Article 3.01(1) Lot Line Adjustment** involving more than 25% with no new lots being created) Lots 2-21, 2022 & 2-23
  - 2) **Lot Line Adjustment between 2-28 & 2-29** (Saddle Hill Drive)
  - 3) **Request Waiver to Reduce the Cluster Buffer on Lot 2-24** from 135 feet to 77.82 feet & 80.09 feet
- Maine Drilling & Blasting/  
John Capasso**  
88 Gold Ledge Avenue,  
Tax Map 1, Lots 4 & 5  
Major Site Plan Review

**THE STATE OF NEW HAMPSHIRE  
ADJUTANT'S GENERAL DEPARTMENT**

**“REQUEST FOR QUALIFICATIONS”**

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**Professional Mechanical, Electrical and Plumbing Engineering Services**

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The State of New Hampshire Adjutant General's Department is soliciting qualification packages for professional mechanical, electrical and plumbing engineering services in accordance with New Hampshire Revised Statute Annotated (RSA) 21-I:22. Qualification packages can be mailed to the Adjutant General's Department, NGNH-FMO (ATTN: Ken Coombs, RA), 1 Minuteman Way, Concord, NH 03301-5607.

General contracting information is provided in the attached State of New Hampshire Contract Form P-37 Agreement, Exhibit A (Scope of Services), Exhibit B (The Contract Price, Method of Payment and Terms of Payment), Exhibit C (Special Provisions), and Exhibit D (Environmental).

The State of New Hampshire Adjutant General's Department, reserves the rights to accept or reject any or all qualification packages, that may be in the best interest of the state. It is also understood that the State of New Hampshire Adjutant General's Department, reserves the right to award all or a portion of the prospective services. One or more service provider may be chosen.

The contract period will be for two years (state fiscal years 2015 and 2016) with the option for two, one year renewals.

Companies, corporations or trade names, except sole proprietorships must be registered with the State of New Hampshire, Corporate Division, Secretary of State's Office, Concord, NH 03301, phone (603) 271-3244/3246.

Complete Qualifications Packages will include: 1) Clarity/Presentation of the Proposal, 2) Comprehension of the Assignment, 3) Work History with Similar Projects, 4) Capacity to Do Work in a Timely Manner, 5) Quality and Experience of Project Manager/Team, 6) Overall Suitability for the Assignment, 7) Quality Assurance/Quality Control Protocol and 8) Letter of References. See the Qualification Evaluation Procedure for details.

Additional documentation required to be considered include: 1) Current Corporate Certificate of Vote or Authority to submit a qualification package, 2) Current Certificate from the State of New Hampshire Secretary of State's Office stating the company is currently registered to perform work in New Hampshire, and 3) Certificate of Insurance (Insurance Binder) showing coverage in the amount identified on the P-37 Standard Agreement, Section 14.

The successful consultant will be chosen based on the Adjutant General's Qualification Evaluation Procedure. In accordance with RSA 21-I:22, a short list of not less than three (3) firms will be established. Interviews may be held but are not required with the short list of firms. The Adjutant General's Department will then request a fee schedule to begin negotiation to



determine compensation rates that are considered fair and reasonable with the most qualified provider. If the agreement can't be made with the most qualified firm, negotiations will be terminated and the next most qualified consultant will be contacted. Please be prepared to provide a fee schedule shortly after the qualifications deadline if requested.

Written or verbal communications should be addressed to: Adjutant General's Department, NGNH-FMO (ATTN: Ken Coombs, RA), 1 Minuteman Way, Concord, NH 03301-5607, phone (603) 227-1466 or via email at [kenneth.coombs8.nfg@mail.mil](mailto:kenneth.coombs8.nfg@mail.mil)

**State Of New Hampshire  
Adjutant General's Department  
Qualification Evaluation Procedure  
Civil, Environmental and Master Planning Services**

The New Hampshire Adjutant General's Department will evaluate the qualification of potential consultants for Civil, Environmental and Master Planning Services based on the following criteria. Each Company will be evaluated by three personnel, with a minimum of two personnel from the Adjutant General's Department. Rating/scoring will be accomplished by a juried panel decision.

Ratings as follows:

- Does not meet requirement (0 points)
- Meets some of the requirements (1 point)
- Meets all of the requirements (2 points)
- Exceeds the requirements (3 points)

Company Name: \_\_\_\_\_

1) Clarity/Presentation of the Proposal: Completeness, accuracy and clarity of the proposal. Proposals that do not follow the instructions will be ineligible. A competitive proposal must clearly address each item referenced in Exhibit A and the proposal should be structured so that these discussions are easy for reviewers to find. Subject headings, graphics, bullets, and bolded statements using language similar to that used in the RFP can all be used to make the reviewers' jobs easier as they assess how well the proposal meets review criteria.

Points value: \_\_\_\_\_

2) Comprehension of the Assignment: Explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the tasks and obtaining the expected deliverables. Highlight the problems being addressed and their importance as well as explain the technical approach you would adopt to address them. The consultant must, in addition to the project scope requested, detail precisely what is included and excluded.

Points value: \_\_\_\_\_

3) Work History with Similar Projects: List of similar projects performed as related to the requested services. The list of similar projects will include the title of the project, the name of the client, a client reference and phone number.

Points value: \_\_\_\_\_

4) Capacity to Do Work in a Timely Manner: The Consultant's demonstrated ability and availability, organizational capacity, financial stability and capacity to carry out, in a timely manner, the services as specified in the RFQ. Evaluation will determine if the company has the capabilities to perform the full scope of services, including whether the company is large enough to perform multiple projects at once. Include information about the company's size and availability and geographic location of offices.

Points value: \_\_\_\_\_

5) Quality and Experience of Project Manager/Team (include resumes):  
Qualifications of principal individuals to be employed as part of the services. Resumes and qualification should include Professional Certifications. NH Professional Engineering License or as allowed by RSA 310-A:11, 310-A:19 or 310-A 27. Provide a list of personnel expected to work on the contract projects, the overall project team leader and an identified contract administrator with their resumes.

Points value:

6) Overall Suitability for the Assignment: Provide one completed project example from within the list of projects in Exhibit A, preferably of an Army National Guard project or projects using state contracting procedures. Examples will be evaluated for clear and concise writing, logical/well organized, following standards for the type of document if any, effective use of figures and charts, meeting any stated goals or objectives for the document.

Points value:

7) Quality Assurance/Quality Control Protocol: Provide examples of quality assurance/quality control procedures currently practiced to protect the owner from substandard design/construction.

Points value:

8) Letter of References: Provide the names and contact information of at least five professional references. Contact information must include the name of the company/contact person phone number, and email address. Please do not provide more than 5 references; respondents with fewer than the required number of references will not be considered.

Points value:

Comments:

Total Rating: \_\_\_\_\_

**Rating**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# THE ADJUTANT GENERAL'S DEPARTMENT

## Professional Mechanical, Electrical and Plumbing Engineering Services

### Submittal Rating by Company

DUBOIS & KING	EVALUATORS			
	KC	AB	TR	JG
Clarity/Presentation of Proposal (10 pts)	9	10	10	10
Comprehension of the Assignment (20 pts)	18	19	20	19
Work History with Similar Projects (10 pts)	9	9	10	10
Capacity to Work in a Timely Manner (15 pts)	13	15	14	15
Quality & Experience of Project Team (15 pts)	14	15	14	15
Overall Suitability for the Assignment (15 pts)	14	15	15	14
Quality Assurance/Control Protocol (10 pts)	9	10	9	10
List of References (5 pts)	5	5	5	5
<b>Totals</b>	<b>91</b>	<b>98</b>	<b>97</b>	<b>98</b>

# THE ADJUTANT GENERAL'S DEPARTMENT

## PROFESSIONAL MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERING SERVICES SUBMITTAL RATING

### Points By Rater

COMPANY	EVALUATORS			
	KC	AB	TR	JG
DUBOIS & KING	91	98	97	98
HARRIMAN	77	84	95	100
JACOBS	88	96	95	100
H. L. TURNER GROUP	90	94	87	85
FAYE, SPOFFORD & THORNDIKE	85	77	88	100
YEATON ASSOCIATES	87	59	87	84
CSI ENGINEERING	81	61	76	90
OAK POINT ASSOCIATES	75	61	77	72
WV ENGINEERING ASSOCIATES	56	32	65	70
ACKROYD ENGINEERING	63	58	0	40

### Scorecard by Points (Least to Most Points)

	KC	AB	TR	JG	COMPANY	SCORE
4	DUBOIS & KING	DUBOIS & KING	DUBOIS & KING	FAYE, SPOFFORD & THORNDIKE	DUBOIS & KING	13
3	H.L. TURNER	JACOBS	HARRIMAN	JACOBS	JACOBS	10
2	JACOBS	H.L. TURNER	JACOBS	HARRIMAN	HARRIMAN	6
1	YEATON	HARRIMAN	FAYE, SPOFFORD & THORNDIKE	DUBOIS & KING	FAYE, SPOFFORD & THORNDIKE	5
					H.L. TURNER	5
					YEATON	1

# **The Adjutant General's Department**

## **Rating Panel Background Information**

### **Mechanical, Electrical, and Plumbing Engineering Services**

**KC** - Registered Architect with over twenty-eight years of experience with several architectural firms in the State of New Hampshire. The past three years has been an Architect/Project Manager for the New Hampshire Army National Guard (NHARNG) Construction and Facilities Management Office (CFMO); primary role is overseeing design and construction projects for new and existing NHARNG facilities.

**AB** - MBA with over seven years in the NHARNG CFMO providing business oversight on sustainment and construction projects. Certified Defense Financial Manager who currently serves as NHARNG Deputy CFMO.

**TR** - Licensed NH Master Plumber and Gas Service Technician with forty-two years of experience in the plumbing, heating, mechanical, and energy industry. Owned and operated a plumbing and heating company; worked with architects, engineers and energy professionals as a Project Manager, contractor, and owner's representative. State of New Hampshire Plumbing Licensing renewal instructor for fifteen years. Served as Energy Manager for The Adjutant General's Department, NHNG for ten years.

**JG** - Has been in the HVAC/ Electrical business for over forty years. Previously owned a commercial Design/Build corporation and worked extensively with many engineers and architects throughout New England. Retains the following licenses: Master Electrician (NH & ME), Master Plumber (NH & ME), Master Oil/Wood Boiler Technician (ME), Gas Fitter (NH & ME), and Sprinkler Installer (MA). Served as a Professor Adjunct Elect in the Electrician program at Manchester Community College (retired). Has worked for The Adjutant General's Department, NHNG for the past eight years as a Maintenance Technician and currently serves as Chief Master Electrician.

# Search Results

Current Search Terms: "Dubois & King\*"

Our search for "Dubois & King\*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity: **DUBOIS & KING, INC.**

DUNS: 045010253

Has Active Exclusion? **No**

Expiration Date: 05/21/2016

Purpose of Registration: All Awards

CAGE Code: 0YJZ0

DoDAAC:

Delinquent Federal Debt? **No**

Status: **Active**

[View Details](#)

## Glossary

[Search](#)

[Results](#)

Entity

Exclusion

[Search](#)

[Filters](#)

By Record

Status

By

Functional

Area - Entity

Management

By

Functional

Area -

Performance

Information

*Department -  
Dubois & King*

SAM | System for Award Management 1.0

IBM v1.P.27.20150327-1711



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.