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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Robin H. Maddaus
Director

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 1-888-908-6609
TDD Access: 1-800-735-2964
www.nh.gov/nhdoc

May 17, 2017

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

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a contract with Alliance Mechanical, Inc. (VC # 216354), 6 David Drive, Essex Junction, VT 05453, in the amount of \$79,620.00, to provide Refrigeration Repair and Maintenance services for the NH Department of Corrections, for the period beginning July 1, 2017 through June 30, 2019, effective upon Governor and Executive Council approval with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funding for this contract is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for SFY 2018 and SFY 2019 is contingent upon the availability and continued appropriation of funds.

Alliance Mechanical, Inc.

Account	Description	SFY 2018	SFY 2019
02-46-46-465510-6632-048-0226	Maintenance	39,810.00	39,810.00

Total Contract Amount: \$79,620.00

EXPLANATION

This contract is for the maintenance and repair of Refrigeration equipment at the Northern Correctional Facility (NCF) and the southern regional facility locations: NH State Prison for Men (NHSP-M), NH Correctional Facility for Women (NHCF-W), NH State Prison Warehouse, North End House, Shea Farm, Calumet House and the Minimum Security Unit.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> for eight (8) consecutive weeks and notified twelve (12) potential vendors of the RFP posting. As a result of the issuance of the RFP, two (2) potential vendors responded by submitting their proposal. In accordance to the Terms and Conditions of the RFP, the New Hampshire Department of Corrections awarded the contract to Alliance Mechanical, Inc., in the amount of \$79,620.00. This

RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Jon Hanson, Administrator of Bureau of Logistics; Richard Morrill, Plant Maintenance Engineer IV of Bureau of Logistics and Dena Rae, Administrator I, Bureau of Logistics.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "William L. Wrenn", written over a horizontal line.

William L. Wrenn
Commissioner



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**RFP Scoring Matrix
Refrigeration Repair and Maintenance Services
NHDOC 17-08-GFMAINT**

Respondents:

- Alliance Mechanical, Inc.
6 David Drive, Essex Junction, VT 05453

- Hodges Thermal Design, LLC
P.O. Box 2346, Concord, NH 03302

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most technical and cost-effective manner.
 1. Total Estimated Cost – 30 points
 2. Organizational Capability – 50 points
 3. Program Structure/Plan of Operation – 10 points
 4. Financial Stability – 5 points
 5. References – 5 points

NHDOC 17-08-GFMAINT RFP Scoring Matrix				
<i>Regions</i>		<i>Southern Region</i>		<i>Northern Region</i>
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	<i>Alliance Mechanical, Inc.</i>	<i>Hodges Thermal Design, LLC</i>	<i>Alliance Mechanical, Inc.</i>
Total Estimated Cost	30	28.5	30	30
Organizational Capability	50	48.3	46.6	48.3
Program Structure/Plan of Operation	10	8.5	6.6	8.5
Financial Stability	5	5	5	5
References	5	5	5	5
Total	100	95.3	93.2	96.8

Southern Region & Northern Region Contract Award:

- Alliance Mechanical, Inc.
6 David Drive, Essex Junction, VT 05453

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RFP Bid Evaluation and Summary
Refrigeration Repair and Maintenance Services
NHDOC 17-08-GFMAINT

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 30 points
 - b. Organizational Capability – 50 points
 - c. Program Structure/Plan of Operation – 10 points
 - d. Financial Stability – 5 points
 - e. Qualitative References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 34 of NHDOC 17-08-GFMAINT RFP.
 - a. The contract will be awarded to the Bidder submitting a response based on the demonstrated capabilities and skills in relation to the needs of the services identified in the RFP without reducing the current functions of the Department and as long as the Vendor's Total Estimated Cost, Organizational Capability, Financial Stability and Qualitative References are acceptable to the Department.

Evaluation Team Members:

- Jon Hanson, Administrator of Bureau of Logistics, NH Department of Corrections
- Richard Morrill, Plant Maintenance Engineer IV of Bureau of Logistics, NH Department of Corrections
- Dena Rae, Administrator I, Bureau of Logistics, NH Department of Corrections

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RFP Evaluation Committee Member Qualifications
Refrigeration Repair and Maintenance Services
NHDOC 17-08-GFMAINT

Jonathan K. Hanson, Administrator, Bureau of Logistics:

Mr. Hanson has served as the Administrator of the Bureau of Logistics, Division of Administration since 2010. Mr. Hanson previously served as an Administrator and Program Specialist in multiple capacities at the NH Department of Transportation from 1995 to 2010 and was the former Director of Administration of a major New England area Heavy/Highway Construction, Paving and Aggregate Crushing and Supply Company from 1984 to 1995. Mr. Hanson was the chief contractor and union liaison as well as a registered lobbyist for the Associated General Contractors from 1981 to 1984. Mr. Hanson holds an Associate's Degree in Business Management and a Bachelor's Degree in Business Administration from the University of New Hampshire and also holds numerous certificates in the construction trades, safety and environmental regulations.

Richard L. Morrill III, Plant Maintenance Engineer IV, Bureau of Logistics:

Mr. Morrill has served as the Plant Maintenance Engineer IV of the Bureau of Logistics, Division of Administration since 1994 with primary duties to supervise and coordinate the work of Building Maintenance Supervisors, Maintenance Mechanics and subordinate Plant Maintenance Engineers as well as various trade foremen performing maintenance and repairs for the Northern Correctional Facility (NCF), Berlin, NH. Mr. Morrill is a licensed Master Electrician and holds a Class A & B Operator Underground Storage Tank certification through the State of NH Department Environmental Services (NHDES) and has twenty-eight years of military service experience in the United States Army Reserves. In addition, Mr. Morrill has worked as an electrician with seven years of experience in residential, commercial and industrial settings.

Dena S. Rae, Administrator I, Bureau of Logistics:

Ms. Rae joined the Bureau of Logistics, Division of Administration, in March of 2017. Prior to Ms. Rae's position as Administrator I, she worked for the Department of Administrative Services (DAS), Bureau of Court Facilities as a liaison for the building control companies that were awarded Statewide contracts through the Bureau of Court Facilities. Ms. Rae maintained an oversight of the work performed and billing process for the HVAC, Fire Suppression, Elevator and other various contracted services. Ms. Rae holds a Bachelor's Degree in Business Administration and a Certificate in Accounting from Franklin Pierce University.

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RFP Bidders List
Refrigeration Repair and Maintenance Services
NHDOC 17-08-GFMAINT

AAA Energy Service Company, Inc.

P.O. Box 908
Scarborough, ME
Lynn Schiller
HVAC/R Systems consultant
lschiller@aaaenergy.com
(p) 603.626.4884
www.aaa.energy.com

Alliance Mechanical, Inc.

6 David Drive
Essex Junction, VT
Tom Mooney
Sales Manager
tomm@amivt.com
(p) 802-864-4000
(f) 802-857-5019
www.amivt.com

ACCU Temp Services, Inc.

762 East Conway Road
Center Conway, NH 03813
Paul Fornier, Owner
(p) 603-356-2906
www.accutempservicesinc.com

Advanced Refrigeration & Air Conditioning Company

78 Londonderry Turnpike
Building E
Hooksett, NH 03106
Richard McFarland, Owner
(p) 603-325-4307
joem@advancerefrigeration.net

Commercial Refrigeration & Air Conditioning, LLC

110 Main Street
Epping, NH 03042
Michael D. King, Owner
(p) 603-770-4716
mking@commercialrefrigerationac.com

Hodges Thermal Design, LLC

P.O. Box 2346
Concord, NH 03302
Stephen R. Hodges, Owner
(p) 603-226-4073
steve@hodgesthermaldesign.com

Mechanical Services, Inc.

400 Presumpscot Street
Portland, ME 04103
(p) 207-774-1531
www.mechanicalservices.com

Ray's Electric, Inc.

33 Jericho Road
Berlin, NH 03570
Denis Binette, Vice President
(p) 603-752-1370
(f) 603-752-5240

Skovron Mechanical Services, LLC

66 Main Street
Raymond, NH 03077
Keith Skovron, Owner
(p) 603-674-9885
www.skovronhvac.com

Ross Company, Inc.

37 Offer Street
Haverhill, MA 03185
Robert Ross, Owner
(p) 978-702-4543
(f) 978-702-8973
info@rosscompanyinc.com
www.rosscompanyinc.com

Wicked Cool Refrigeration

315 Hillcrest Drive

Laconia, NH 03246

David W. Ross, Owner

(p) 603-524-0445

cool4u@wickedcoolrefrigeration.com

www.wickedcoolrefrigeration.com

Thermal Stor, Inc.

8 Industrial Park Drive #7

Hooksett, NH 03106

Donald Herod, President

(p) 603-641-6000

(p) 800-696-3360

www.thermalstor.com

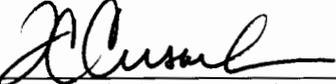
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806, Concord, NH 03302 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name <i>Alliance Mechanical Inc.</i>		1.4 Contractor Address <i>PO Box 666 Essex Jct. VT 05452</i>	
1.5 Contractor Phone Number 802-864-4000	1.6 Account Number 02-46-46-465510-6632 #048-0226	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$79,620.00
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <i>Thomas L. Mooney, Sales Manager</i>	
1.13 Acknowledgement: State of <i>Vermont</i> , County of <i>Chittenden</i> On <i>3/31/2017</i> , 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 			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Sarah Snow, Notary of public</i>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner Date: <i>5/18/17</i>	
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: <i>5/23/17</i>			
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 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 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.

SECTION D: Scope of Services, Exhibit A

1. Purpose:

The Contractor shall provide refrigeration inspection, maintenance, repair and programming, if applicable, services to the commercial kitchen refrigeration and walk-in freezer equipment to include but not limited to, inspections and proactive servicing so as to facilitate proper cooling and freezing temperatures with minimal downtime for the NH Department of Corrections (NHDOC) facilities/locations as described in the SECTION D: Scope of Services, Exhibit A, Section 3. Locations of Services.

Maintenance and repairs may include, but not be limited to, pneumatic, electronic & digital control systems, if applicable, condenser coils, motors, fans, gaskets, door hinges, refrigerant levels and thermostat and compressor operation.

2. Terms of Contract:

A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2017 or upon approval by the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2019, with an option to renew for an additional period of up to two (2) years, only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Services:

3.1. Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Concord, NH and NH Correctional Facility for Women (NHCF-W), Goffstown, NH; Southern Administrative Locations: NH State Prison – Warehouse (NHSP – W); Community Corrections, Transitional Housing Units (THU): North End House (NEH), Shea Farm, Concord, NH and Calumet, Manchester, NH and Community Corrections, Transitional Work Center (TWC): Minimum Security Unit (MSU), Concord, NH which are marked with an “X” below:

Northern Region – Northern NH Correctional Facility			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region – Southern NH Correctional Facilities			
X	NH State Prison for Men – (NHSP-M)	281 North State Street	Concord, NH 03301
X	NH Correctional Facility for Women – (NHCF-W)	317 Mast Road	Goffstown, NH 03045
Southern Region – Administrative Locations			
X	NH State Prison Warehouse – (NHSP-W)	3 McGuire Street	Concord, NH 03301
Southern Region – NH Community Corrections by Service Locations			
	Transitional Housing Units (THU)		
X	North End House (NEH)	1 Perimeter Road	Concord, NH 03301
X	Shea Farm	60 Iron Works Road	Concord, NH 03301
X	Calumet	126 Lowell Street	Manchester, NH 03104
	Transitional Work Center (TWC)		
X	Minimum Security Unit (MSU)	275 North State Street	Concord, NH 03301

3.2. Partial Proposals for requested services for the Northern and Southern Regional Area shall not be accepted.

3.3. Proposals that reduce the NH Department of Corrections current functions shall not be accepted.

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- 3.4. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 3.5. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 3.5.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 3.5.2. Secure the Contractor's written agreement to the proposed changes.
- 3.6. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.

4. Current Inmate/Patient/non-Adjudicated Resident Population: (NOT APPLICABLE)

5. Specifications for Required Scope of Services:

- 5.1. Refrigeration System Inspection, Maintenance and Repair Services: The Contractor shall provide inspection, maintenance, repair and programming, if applicable, services to include all materials, equipment, parts, labor, overhead, and transportation necessary for the successful completion of the work to be performed under the terms and conditions contained herein for the Refrigeration components and systems at the following locations as identified in the Scope of Services, Section Three (3), Location of Services.
 - 5.2.1. Maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations.
 - 5.2.2. Normal preventative maintenance services shall occur on Monday through Friday between 7:00AM and 3:00PM including holidays (if required).
 - 5.2.3. Preventative Maintenance Services provided on holidays shall require prior approval by the Administrator of Logistics or designee.
 - 5.2.4. Holidays shall be based on State of NH designated holidays.
 - 5.2.5. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays, via answering service or on-call staff. Answering machines or voice mail shall not be an acceptable form of communication.
 - 5.2.6. The Contractor shall respond to the Department via telephone to all service calls within one (1) hour of report of occurrence by the Department. The Contractor shall physically respond to the site within four (4) hours after the report of occurrence and shall complete the work within forty-eight (48) hours of notification.
 - 5.2.7. Services shall be performed at a fixed hourly rate, regardless of time of day, including weekends and holidays and shall be paid in increments of fifteen (15) minutes. The fixed rate shall be inclusive of labor and overhead costs. Travel costs, as defined below, shall not be included in the hourly rate.
 - 5.2.7.1. Labor costs shall be inclusive of FICA & Social Security taxes, applicable State taxes and medical insurance expenses.
 - 5.2.7.2. Travel costs shall consist of travel time, mileage and tolls.
 - Travel time shall be computed for each technician/mechanic at the Contractor's per person hourly rate paid in increments of fifteen (15) minutes from the Contractor's home base or last job site, whichever

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- is closest, to the Department's location and return to home base.
- Mileage expenses shall not include truck fees, vehicle maintenance & repair, insurance and depreciation expenses.
 - Mileage shall be reimbursed at the standard mileage reimbursement rate established by the Internal Revenue Service.
 - Mileage shall be calculated for one vehicle per service location.
 - Mileage and reimbursement rate shall be itemized on Contractor's invoice.
- 5.2.8. The Contractor shall use the Department's stocked parts and/or materials to be used for repairs. If the Department cannot provide ready available stocked parts and/or materials, Contractor parts/materials shall be invoiced at a cost of the published manufacture's list price plus a fixed percentage mark up.
- 5.3. Unscheduled/Emergency/Act of Vandalism Services: The Contractor shall provide "on-call" services for unscheduled, emergency and/or acts of vandalism services.
- 5.3.1. Major "on-call" services for unscheduled, emergency and/or acts of vandalism services shall require an estimate for work to be provided at no charge to the NH Department of Corrections to be approved by the Administrator of Logistics and or designee prior to any work to be performed.
- 5.3.2. If damage to a component and/or part is/are determined by mutual agreement of the NH Department of Corrections and the Contractor is to be an act of vandalism, the following procedures shall apply: The component(s)/part(s) shall be turned in to the Control Room for evidence and shall be accompanied by all information needed for billing the responsible party. Within forty-eight (48) hours a bill shall be faxed to the Administrator of Logistics or designee at (603) 271-6181 with the expected costs related to the vandalism.
- 5.4. Methods of Inspection, Testing, Maintenance and Repair: The Contractor shall troubleshoot the system to diagnose the system's problems.
- 5.4.1. The Contractor shall respond to refrigerant temperature complaints.
- 5.4.2. The Contractor shall inspect all support structures and provide *Trouble Reports* of potential major maintenance and repair issues to the Administrator of Logistics and or designee.
- 5.4.3. The Contractor shall itemize the required equipment/parts under repair or replacement to be approved by the Administrator of Logistics and or designee prior to any work to be performed.
- 5.4.4. The Contractor shall repair or replace failed or worn moving parts and may include, but not be limited to, belts, drives, fans, bearings, motors, starters, seals, gears, sheaves, burners, actuators, controls, and switches.
- 5.4.5. The Contractor shall not knowingly vent or otherwise dispose of any refrigerant in a manner which would permit their release into the environment. Refrigerants shall be captured and recycled in conformance with all applicable federal, state and local laws and regulations. All personnel assigned to handle, work with or recycle refrigerant shall be certified in compliance with all EPA guidelines and regulations.
- 5.5. Certifications/Licenses: The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of work performed as required by State and Federal Law (e.g. NH Gas Fitter's License for all persons engaged in the installation, servicing and/or repair of gas fired appliances; EPA Certification for CFC (chlorofluorocarbons) Recovery).
- 5.6. Qualified Technicians/Personnel: The Contractor shall have in their employ a sufficient number of qualified technicians/personnel to conduct the required scope of service on time as scheduled.

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- 5.6.1. **Repair/Service Technicians:** All technicians assigned to perform work under this contract must have a minimum of five (5) years commercial refrigeration experience in servicing air conditioning, electrical systems, control systems and mechanical equipment.
- 5.7. **Timely Repair of Services:** Should the Contractor be unable to complete the repair within forty-eight (48) hour time period, the Contractor shall notify the Administrator of Logistics or designee in writing of why the service cannot be performed and request an extension of time to complete the required service via a Delayed Repair Report. Examples of valid reasons are (a) parts/materials unavailable with explanation why (b) repair is ongoing and requires additional time to complete.
- 5.8. **Documentation and Reporting:**
- 5.8.1. ***Delayed Repair Report:*** The Contractor shall provide written notification to the Administrator of Logistics or designee and shall include the following pertinent information: (a) specified time period until repair can be completed (b) devices and how the system is affected (c) reasons for the delay of repair and (d) any other information to justify the request for non-compliance.
- 5.8.2. ***Trouble Report:*** The Contractor shall provide written documentation to the Administrator of Logistics or designee and shall summarize and identify the devices and/or components of a system that may affect the system's operational integrity. The Contractor must meet with the Administrator of Logistics or designee either in person or via telephone conference call regarding corrective action(s) and resolution upon request.
- 5.8.3. All appropriate records shall be maintained to account for all refrigerants.
- 5.9. **Replacement Parts/Materials:**
- 5.9.1. The Contractor shall use the Department's stocked parts and/or materials to be used for repairs before the Contractor supplied materials/parts are utilized.
- 5.9.2. All used parts/materials remain the property of the NH Department of Corrections.
- 5.9.3. The Contractor shall maintain or have readily available spare parts at the Contractor's cost throughout the duration of the Contract term.
- 5.9.4. The Contractor shall provide only replacement parts that are new and have the same quality and brand name that is being replaced.
- 5.9.5. Substitutions shall be permitted only with prior authorization of the Administrator of Logistics or designee.
- 5.9.6. All replacement parts must be Underwriters Laboratories, Inc. (UL) listed with cut sheets for the existing fire alarm system.
- 5.9.7. Upon commencement of a contract, the Contractor shall submit the published manufacturer's price list for parts to the Administrator of Logistics or designee.
- 5.10. **Supervision of Contractor:** All work performed by the Contractor shall be under the supervision of a Department's maintenance employee or designee.
- 5.11. **Procedure for Acts of Vandalism:** If damage to a component and/or part is/are determined by mutual agreement of the NH Department of Corrections and the Contractor is to be an act of vandalism, the following procedures shall apply:
- 5.11.1. The component(s)/part(s) shall be turned in to the Control Room for evidence and shall be accompanied by all information needed for billing the responsible party. Within forty-eight (48) hours a bill shall be faxed to the Administrator of Logistics or designee at (603) 271-6181 with the expected costs related to the vandalism.

6. General Service Provisions:

- 6.1. NH Department of Corrections Contact: The Administrator of Logistics or designee shall contact the Contractor when service is needed.
- 6.2. Contractor Tools and Equipment: The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 6.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 6.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision may require Governor and Executive Council approval.
- 6.5. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or Subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 6.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 6.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 6.5.3., below.
- 6.5.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provided services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Administrator of Logistics or designee of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and

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- Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 6.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 6.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the **business (no personal information)** name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 6.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 6.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 6.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Administrator of Logistics, P.O. Box 1806, Concord, NH 03302-1806.
- 6.8. Contractor's Liaison's Responsibilities: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 6.8.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract;
- 6.8.2. Monitoring the Contract's compliance with the terms of the Contract;
- 6.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
- 6.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 6.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, when needed;

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- 6.9.2. Monitoring compliance with the terms of the Contract;
- 6.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
- 6.9.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
- 6.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.10. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
 - 6.10.1. Monthly summary of the cost of services;
 - 6.10.2. Breakdowns of billings, quarterly;
 - 6.10.3. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets our needs.
- 6.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
 - 6.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract;
 - 6.11.2. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
 - 6.11.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies;
 - 6.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action; and
 - 6.11.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
 - a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their accreditation and/or licensure;
 - c.) Has lost or has been notified of intention to lose their federal certification and/or licensure; or,
 - d.) Terminate the Contract as otherwise permitted by law.
- 6.12. Declaration of Liaison:
 - 6.12.1. The Contractor shall, within (5) days after the award of the Contract, submit a written identification and notification to NH Department of Corrections of the name, title, business address, business telephone and fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
 - 6.12.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
 - 6.12.3. NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor

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and/or successor Contractor to assure the orderly and uninterrupted transition from one Contractor to another. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.

7. Other Contract Provisions:

- 7.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
- 7.1.1. The Department of Corrections has the right to terminate the Contract, and any renewal Contracts thereof, if the NH Department of Corrections determines that the Contractor is:
- a.) Not in compliance with the terms of the Contract; or
 - b.) As otherwise permitted by law or as stipulated within this Contract.
- 7.2. Coordination of Efforts: The Contractor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, the Contractor shall make advice and information on matters covered by the Contract available to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract and any renewals thereof.

8. Bankruptcy or Insolvency Proceeding Notification:

- 8.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall notify the NH Department of Corrections immediately.
- 8.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

9. Embodiment of the Contract:

- 9.1. The Contract between the NH Department of Corrections and the Contractor shall consist of:
- 9.1.1. Request for Proposal (RFP), any addendums and any amendments thereto;
 - 9.1.2. Proposal submitted by the Vendor in response to the RFP; and/or
 - 9.1.3. Negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds," after careful consideration of all of the terms and conditions, and that is approved by the Governor and Executive Council of the State of New Hampshire.
- 9.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1.3. shall govern.
- 9.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

10. Cancellation of Contract:

- 10.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.

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- 10.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. The NH Department of Corrections reserves the right to cancel this Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) day notice of said cancellation.

11. Contractor Transition:

NH Department of Corrections, at its discretion, for any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

12. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

13. Additional Items/Locations:

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

14. Information:

- 14.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.
- 14.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 14.3. In the event of unauthorized use or disclosure of the inmate/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 14.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.

15. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A, <http://www.gencourt.state.nh.us/rsa/html/VI/91-A/91-A-mrg.htm>.

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In addition, in accordance with RSA 9-F:1, <http://www.gencourt.state.nh.us/rsa/html/l/9-F/9-F-1.htm>, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under, RSA 91-A:5, IV, <http://www.gencourt.state.nh.us/rsa/html/v1/91-A/91-A-5.htm>. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

16. Contractor Personnel:

- 16.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 16.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

17. Notification to the Contractor:

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

18. Prison Rape Elimination Act (PREA) of 2003:

Contractor must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards which may require an outside independent audit.

19. Administrative Rules, Policies, Regulations and Policy and Procedure Directives:

Contractor must comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 5.08: *Staff Personal Property Permitted In and Restricted from Prison Facilities* located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

20. Special Notes:

- 20.1. The headings and footings to the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 20.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract and any renewals thereof.
- 20.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be

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- added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 20.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
- 20.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
- 20.4.2. Secure the Contractor's written agreement to the proposed changes.
- 20.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 20.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 20.7. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to The Contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Equal Employment Opportunity (EEO), Immigration and Naturalization, National Fire Protection Association (NFPA), NH Department of Environmental Services (NHDES), Occupational Safety & Health Administration (OSHA), US Environmental Protection Agency (EPA), The American with Disabilities Act (ADA), and insurance laws.
- 20.8. Partial Proposals for the requested Refrigeration Repair and Maintenance Services for the NH Department of Corrections shall not be accepted.
- 20.9. Contractor shall provide, for the life of the Contract and any renewals thereof, the minimum General Liability coverage to be no less than \$1,000,000.00 per each occurrence and \$2,000,000.00 general aggregate.
- 20.10. Contractor shall provide, for the life of the Contract and any renewals thereof, proof of Workers' Compensation and Employers' Liability Insurance.
- 20.11. Contractor shall provide proof and identify limits and expiration dates of General Liability, Excess Umbrella Liability coverage (if applicable), Workers' Compensation and Employer's Liability, Professional Liability, Malpractice Liability and Business Owners Policy (if applicable).

The remainder of this page is intentionally blank.

SECTION E: Estimated Budget/Method of Payment, Exhibit B

1. Signature Page:

The Vendor proposes to provide Refrigeration Repair and Maintenance Services for the New Hampshire Department of Corrections (NHDOC) in conformance with all terms and conditions of this RFP and the Vendor provides pricing information as an Attachment to this proposal for providing such products and services in accordance with the provisions and requirements specified in this RFP document.

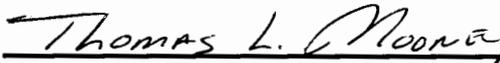
The pricing information quoted by the Vendor as an attachment to this document represents the total price(s) for providing any and all service(s) according to the provisions and requirements of the RFP, which shall remain in effect through the end of this procurement process and throughout the contracting process until the contract completion date as listed on the State Contract form P-37 (v. 5/8/15), section 1.7 - Completion Date.



AUTHORIZED SIGNATURE

3-31-17

DATE

 SALES MANAGER

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY FROM POPULATION PRESENTED AS PART OF THIS RFP.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “BEST AND FINAL OFFER” (BAFO) from vendors submitting acceptable and/or potentially acceptable proposals. The “BEST AND FINAL OFFER” would provide a Vendor the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Request for Proposals shall not commit the NH Department of Corrections to award a Contract(s).

Financial commitment by the NH Department of Corrections will not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract(s).

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**Estimated Budget/Method of Payment
Exhibit B**

2. Estimated Budget – Northern Region:

2.1. Labor Rates per Hour – Northern Region:

Labor Rates per Hour	Year 1	Year 2
Hourly Rate per Person	\$ 80.00	\$ 80.00
Hourly Overtime Rate per Person	\$ 120.00	\$ 120.00
Hourly Rate per Team (two or more)	\$ 160.00	\$ 160.00
Hourly Overtime Rate per Team	\$ 240.00	\$ 240.00

2.2. Extended Labor Cost by Person/Team & Overtime – Northern Region:

Labor Rate Category	Number of Hours per Person/OT per Person/Team/OT per Team	Year 1 Labor Rate (Table 2.1)	Year 1 Extended Labor Cost (multiply No. of Hours by Year 1 Labor Rate)	Year 2 Labor Rate (Table 2.1)	Year 2 Extended Labor Cost (multiply No. of Hours by Year 2 Labor Rate)
Hr/Person	15	\$ 80.00	\$ 1,200.00	\$ 80.00	\$ 1,200.00
Hr OT/Person	20	\$ 120.00	\$ 2,400.00	\$ 120.00	\$ 2,400.00
Hr/Team (two or more)	5	\$ 160.00	\$ 800.00	\$ 160.00	\$ 800.00
Hr OT/Team	2	\$ 240.00	\$ 480.00	\$ 240.00	\$ 480.00
Subtotal Extended Labor Cost (sum Year 1 & 2 Ext. Labor Cost columns)			\$ 4,880.00		\$ 4,880.00
Total Extended Labor Cost (add Subtotals for Year 1 & 2 Extended Labor Costs)				\$	9,760.00

2.3. Estimated Travel Cost – Northern Region:

Service Location/ Period	Contractor's One Person Hourly Rate (Table 2.1)	Cost for Mileage	Cost for Tolls	Subtotal (add Hourly Rate, Mileage & Tolls)	No. of Trips	Extended Cost (multiply Subtotal x No. of Trips)
NCF						
Year 1	\$ 80.00	\$ 30.00	\$ 2.00	\$ 112.00	10	\$ 1,120.00
Year 2	\$ 80.00	\$ 30.00	\$ 2.00	\$ 112.00	10	\$ 1,120.00
Total Estimated Travel Cost (sum Extended Cost Column)						\$ 2,240.00

2.4. For budgeting purposes only:

- 2.4.1 Original Service Period shall be designated as: Year 1 (July 1, 2017 – June 30, 2018) & Year 2 (July 1, 2018 – June 30, 2019).
- 2.4.2 Optional Renewal Period, if exercised, Labor Rates per Hour (Table 2.1), Extended Labor Cost by Person/Team & Overtime (Table 2.2) and Estimated Travel Costs (Table 2.3) for Year 3 (July 1, 2019 – June 30, 2020) & Year 4 (July 1, 2020 – June 30, 2021) shall be the Year 2 Contractor amounts.

**Estimated Budget/Method of Payment
Exhibit B**

2.5. Contractor's Estimated Cost for Parts and Fixed Percentage Markup – Northern Region:

Contractor's Cost Range for Parts	Contractor's Cost for Parts (estimate)	Contractor's Fixed Percentage Markup	Total Cost and Contractor's Fixed Percentage Markup
\$0 - \$499.99	Parts @ \$450.00	30 %	\$ 585.00
\$500.00 - \$999.99	Parts @ \$900.00	25 %	\$ 1,125.00
\$1,000.00 and Over	Parts @ \$3,500.00	20 %	\$ 4,200.00
Subtotal Cost Plus Contractor's Fixed Percentage Markup			\$ 5,910.00
Multiply by (2)			X 2
Total Estimated Cost for Parts and Fixed Percentage Markup			\$ 11,820.00

2.6. Total Estimated Two Year Cost – Northern Region:

Service Category	Table	Total Cost by Category
Total Extended Labor Cost	2.2	\$ 9,760.00
Total Estimated Travel Cost	2.3	\$ 2,240.00
Total Estimated Cost for Parts and Fixed % Markup	2.5	\$ 11,820.00
Total Estimated Two Year Cost – Northern Region (sum Total Cost by Category column)		\$ 23,820.00

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**Estimated Budget/Method of Payment
Exhibit B**

3. Estimated Budget – Southern Region:

3.1. Labor Rates per Hour – Southern Region:

Labor Rates per Hour	Year 1	Year 2
Hourly Rate per Person	\$ 80.00	\$ 80.00
Hourly Overtime Rate per Person	\$ 120.00	\$ 120.00
Hourly Rate per Team (two or more)	\$ 160.00	\$ 160.00
Hourly Overtime Rate per Team	\$ 240.00	\$ 240.00

3.2. Extended Labor Cost by Person/Team & Overtime – Southern Region:

Labor Rate Category/Location	Number of Hours per Person/OT per Person/Team/OT per Team	Year 1 Labor Rate (Table 3.1)	Year 1 Extended Labor Cost (multiply No. of Hours by Year 1 Labor Rate)	Year 2 Labor Rate (Table 3.1)	Year 2 Extended Labor Cost (multiply No. of Hours by Year 2 Labor Rate)
Correctional Facilities					
NHSP-M					
Hr/Person	50	\$ 80.00	\$ 4,000.00	\$ 80.00	\$ 4,000.00
Hr OT/Person	25	\$ 120.00	\$ 3,000.00	\$ 120.00	\$ 3,000.00
Hr/Team (two or more)	5	\$ 160.00	\$ 800.00	\$ 160.00	\$ 800.00
Hr OT/Team	2	\$ 240.00	\$ 480.00	\$ 240.00	\$ 480.00
NHCF-W					
Hr/Person	20	\$ 80.00	\$ 1,600.00	\$ 80.00	\$ 1,600.00
Hr OT/Person	10	\$ 120.00	\$ 1,200.00	\$ 120.00	\$ 1,200.00
Hr/Team (two or more)	2	\$ 160.00	\$ 320.00	\$ 160.00	\$ 320.00
Hr OT/Team	2	\$ 240.00	\$ 480.00	\$ 240.00	\$ 480.00
Administrative					
Warehouse					
Hr/Person	16	\$ 80.00	\$ 1,280.00	\$ 80.00	\$ 1,280.00
Hr OT/Person	8	\$ 120.00	\$ 960.00	\$ 120.00	\$ 960.00
Hr/Team (two or more)	2	\$ 160.00	\$ 320.00	\$ 160.00	\$ 320.00
Hr OT/Team	2	\$ 240.00	\$ 480.00	\$ 240.00	\$ 480.00
Comm. Corrections					
Hr/Person	12	\$ 80.00	\$ 960.00	\$ 80.00	\$ 960.00
Hr OT/Person	6	\$ 120.00	\$ 720.00	\$ 120.00	\$ 720.00
Hr/Team (two or more)	2	\$ 160.00	\$ 320.00	\$ 160.00	\$ 320.00
Hr OT/Team	2	\$ 240.00	\$ 480.00	\$ 240.00	\$ 480.00
Subtotal Extended Labor Cost (sum Year 1 & 2 Ext. Labor Cost columns)			\$ 17,400.00		\$ 17,400.00
Total Extended Labor Cost (add Subtotals for Year 1 & 2 Extended Labor Costs)					\$ 34,800.00

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

**Estimated Budget/Method of Payment
Exhibit B**

3.3. Estimated Travel Cost – Southern Region:

Service Location/Period	Contractor's One Person Hourly Rate (Table 3.1)	Cost for Mileage	Cost for Tolls	Subtotal (add Hourly Rate, Mileage & Tolls)	No. of Trips	Extended Cost (multiply Subtotal x No. of Trips)
Concord						
Year 1	\$ 80.00	\$20.00	\$ 2.00	\$ 102.00	30	\$ 3,060.00
Year 2	\$ 80.00	\$20.00	\$ 2.00	\$ 102.00	30	\$ 3,060.00
Goffstown/Manchester						
Year 1	\$ 80.00	\$20.00	\$ 2.00	\$ 102.00	15	\$ 1,530.00
Year 2	\$ 80.00	\$20.00	\$ 2.00	\$ 102.00	15	\$ 1,530.00
Total Estimated Travel Cost (sum Extended Cost Column)						\$ 9,180.00

3.4. For budgeting purposes only:

- 3.4.1. Original Service Period shall be designated as: Year 1 (July 1, 2017 – June 30, 2018) & Year 2 (July 1, 2018 – June 30, 2019).
- 3.4.2. Optional Renewal Period, if exercised, Labor Rates per Hour (Table 3.1), Extended Labor Cost by Person/Team & Overtime (Table 3.2) and Estimated Travel Costs (Table 3.3) for Year 3 (July 1, 2019 – June 30, 2020) & Year 4 (July 1, 2020 – June 30, 2021) shall be the Year 2 Contractor amounts.

3.5. Contractor's Estimated Cost for Parts and Fixed Percentage Markup – Southern Region:

Contractor's Cost Range for Parts	Contractor's Cost for Parts (estimate)	Contractor's Fixed Percentage Markup	Total Cost and Contractor's Fixed Percentage Markup
\$0 - \$499.99	Parts @ \$450.00	30 %	\$ 585.00
\$500.00 - \$999.99	Parts @ \$900.00	25 %	\$ 1,125.00
\$1,000.00 and Over	Parts @ \$3,500.00	20 %	\$ 4,200.00
Subtotal Cost Plus Contractor's Fixed Percentage Markup			\$ 5,910.00
Multiply by (2)			X 2
Total Estimated Cost for Parts and Fixed Percentage Markup			\$ 11,820.00

3.6. Total Estimated Two Year Cost – Southern Region:

Service Category	Table	Total Cost by Category
Total Extended Labor Cost	3.2	\$ 34,800.00
Total Estimated Travel Cost	3.3	\$ 9,180.00
Total Estimated Cost for Parts and Fixed % Markup	3.5	\$ 11,820.00
Total Estimated Two Year Cost – Southern Region (sum Total Cost by Category column)		\$ 55,800.00

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Section E: Estimated Budget/Method of Payment, Exhibit B

3.7. Estimated Budget – Refrigeration Maintenance and Repair Services Estimated Fee Schedule:

Northern Region – Correctional Facility				
Service Category	Facility Location	FY 2018	FY 2019	Total
Service	Northern Correctional Facility	6,000	6,000	12,000
Parts	Northern Correctional Facility	5,910	5,910	11,820
Subtotal Service & Parts – Northern Region		11,910	11,910	23,820

Southern Region – Correctional Facility				
Service Category	Facility Location	FY 2018	FY 2019	Total
Service	NH State Prison for Men (NHSP-M)	9,300	9,300	18,600
Parts	NH State Prison for Men (NHSP-M)	2,216.25	2,216.25	4,432.50
Service	NH Correctional Facility for Women (NHCF-W)	4,747.50	4,747.50	9,495
Parts	NH Correctional Facility for Women (NHCF-W)	1,477.50	1,477.50	2,955
Service	NH State Prison Warehouse (NHSP-W)	4,060	4,060	8,120
Parts	NH State Prison Warehouse (NHSP-W)	1,477.50	1,477.50	2,955
Service	Community Corrections	3,882.50	3,882.50	7,765
Parts	Community Corrections	738.75	738.75	1,477.50
Subtotal Service & Parts – Southern Region		27,900	27,900	55,800

Northern Region & Southern Regions				
Service Category	Facility Location	FY 2018	FY 2019	Total
Service	Northern & Southern Correctional Facilities	27,990	27,990	55,980
Parts	Northern & Southern Correctional Facilities	11,820	11,820	23,640
Total Service & Parts – Northern & Southern Region		39,810	39,810	79,620

**Estimated Budget/Method of Payment
Exhibit B**

4. Method of Payment:

- 4.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 4.2. Invoices shall be submitted no later than sixty (60) days post-date of services rendered.
- 4.3. Original invoices shall be sent to the NH Department of Corrections, Bureau of Logistics, Attn: Administrator of Logistics, P.O. Box 1806, Concord, NH 03302-1806 for approval.
- 4.4. Once approved, the original invoices shall be forwarded to the Accounts Payable unit of the Department's Bureau of Financial Services for processing and issuance of payment.
- 4.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Contractor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 4.6. The NH Department of Corrections, Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information, but not limited to:
 - 4.6.1. Invoice date & number;
 - 4.6.2. Description of services rendered;
 - 4.6.3. Dates of said service(s);
 - 4.6.4. Cost of parts;
 - 4.6.5. Cost of labor and
 - 4.6.6. Cost of mileage, when applicable.
- 4.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.
- 4.8. For contracting purposes, the State's Fiscal Calendar Year starts on July 1st and ends on June 30th of the following year. For budgeting purposes, year one (1) of the Contract shall end on June 30, 2018.

5. Appropriation of Funding:

- 5.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 5.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 5.1.2. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Contract.

SECTION F: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

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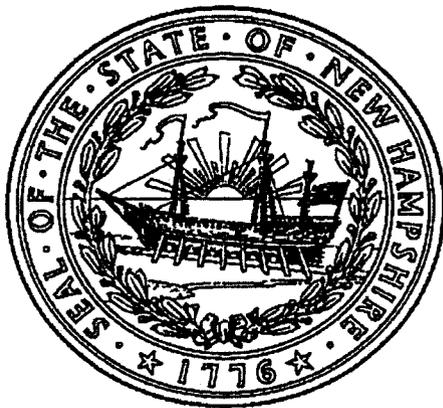
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ALLIANCE MECHANICAL INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on June 22, 2015. 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: 728145



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of March A.D. 2017.

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

William M. Gardner
Secretary of State



State of New Hampshire

Department of State

2017 ANNUAL REPORT

Filed
Date Filed: 1/25/2017
Effective Date: 1/25/2017
Business ID: 728145
William M. Gardner
Secretary of State

BUSINESS NAME: ALLIANCE MECHANICAL INC.
BUSINESS TYPE: Foreign Profit Corporation
BUSINESS ID: 728145
CITIZENSHIP: Foreign
STATE OF INCORPORATION: Vermont

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
6 David Drive PO Box 666 Essex Jct, VT, 05453, USA	NONE

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: Hayes, Patrick T, Esq
REGISTERED AGENT OFFICE ADDRESS: 29 School Street Lebanon, NH, 03766, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
OTHER / Heating, ventilation, air conditioning, refrigeration and building automation sales, service and maintenance.	

Check this box to certify that your State of organization does not require Directors.

OFFICER / DIRECTOR INFORMATION

NAME	BUSINESS ADDRESS	TITLE
Jason Patnaude	Alliance Mechanical Inc, Essex Jct, VT, 05452, USA	President
Shaun Patnaude	PO Box 666, Essex Jct, VT, 05453, USA	Vice President
Jason Patnaude	PO Box 666, Essex Jct, VT, 05453, USA	Chairman of the Board of Directors

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Jason Patnaude <hr style="width: 80%; margin: 0 auto;"/> SIGNATURE	President <hr style="width: 80%; margin: 0 auto;"/> TITLE
--	---

Certificate of Authority # 2

(Corporation or LLC- Contract Specific, date specific)

Corporate Resolution

I, Thomas L. Mooney, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Alliance Mechanical, Inc.. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April
(Month)

1st, 20 10 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Thomas L. Mooney, Sales Manager is duly authorized to enter into a
(Name and Title)

contract or agreements on behalf of Alliance Mechanical, Inc. with the
(Name of Corporation or LLC)

NH Department of Corrections State of New Hampshire and further is
(Name of State Agency)

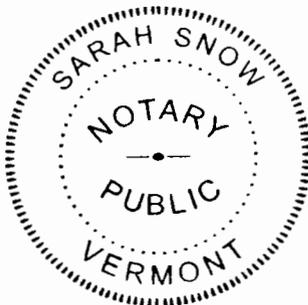
authorized to execute any documents which may in his/her judgment be desirable or necessary to
effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of
the original contract signature date of March 31st, 20 17. I further certify that it is understood that the
(Month) (Day) (Year)

State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies
the position indicated and that they have full authority to bind the corporation to the specific contract indicated.

DATED: 5/16/17

ATTEST: Sarah Snow, Notary Public
(Name and Title)



**New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit**

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$1,000,000 Per Claim \$1,000,000 Per Incident/Occurrence \$2,000,000 General Aggregate

[Signature], Sales Manager
Signature & Title

3-31-17
Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

- COR 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
 - b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
 - c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
 - d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
 - e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
 - f) Any intoxicating beverage.
 - g) Sums of money or negotiable instruments in excess of \$100.00.
 - h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
 - i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
 - j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Thomas L. Mooney
Name

[Signature]
Signature

3-31-17
Date

Sarah Snow
Witness Name

[Signature]
Signature

3/31/17
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, polices and procedures of the Department of Corrections and the State of New Hampshire.

Thomas L. Mooney
Name

Sarah Snow
Witness Name

[Signature]
Signature

Sarah Snow
Signature

3-31-17
Date

3/31/17
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Thomas L. Mooney
Name

[Signature]
Signature

3-31-17
Date

Sarah Snow
Witness Name

[Signature]
Signature

3/31/17
Date



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION**

**William L. Wrenn
Commissioner**

**Robin Maddaus
Director**

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

**PRISON RAPE ELIMINATION ACT
ACKNOWLEDGEMENT FORM**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a “zero-tolerance” policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the “zero tolerance” to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC PPD 5.19 - PREA; NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, NHDOC PPD 5.19 and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Thomas L. Mooney Date: 3-31-17
(Name of Contract Signatory)

Signature: [Handwritten Signature]
(Signature of Contract Signatory)