

173 MLC



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

August 23, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to exercise an amendment to an existing contract (Contract #8002859) with TK Elevator Corporation (VC#280202), Alpharetta, GA, for elevator maintenance and repair services, to increase the price limitation by \$11,865 from \$756,260 up to and not to exceed \$768,125 with no change to contract completion date effective upon approval of the Governor and Executive Council through June 30, 2024. The original contract (Contract #8002859) was approved by the Commissioner of the Department of Administrative Services on May 6, 2021, effective July 1, 2021 and most recently amended on May 26, 2022.

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

EXPLANATION

As previously stated, the original contract (Contract #8002859) was signed by the Commissioner of the Department of Administrative Services on May 6, 2021; was amended by the first amendment on May 21, 2021; amended by the second amendment on October 18, 2021; and amended by the third amendment on May 26, 2022.

The Department of Health and Human Services acquired Hampstead Hospital in 2023 and requested that their location be added to the TK Elevator Corporation contract in order to utilize the services provided therein. Additionally, the Department of Administrative Services requested that two elevators at 25 Capitol Street be added effective September 1, 2023 and three elevators at 1 Granite Place be added effective October 1, 2023. Since TK Elevator Corporation holds the single contract for elevator maintenance and repair services, a formal request for quote was not necessary as TK Elevator Corporation provided quotes for these additional locations that are within the current contract. The table below illustrates the changes made via the requested fourth amendment.

The Department of Administrative Services through the Bureau of Purchase and Property issued a request for bid (RFB) #2441-21 on February 23, 2021 with responses due on March 16, 2021. The bid reached 13 potential vendors using the NIGP electronic sourcing platform with an additional 9 directly sourced. There were three compliant bids received with TK Elevator Corporation submitting the lowest bid in total for elevator maintenance and repair services.

Contract financials	
Original contract price limitation	\$755,172
Add change via first amendment	\$ 4,433
Subtract change via second amendment	\$ (1,350)
Subtract change via third amendment	\$ (1,995)
Add change via this requested amendment	\$ 11,865
Requested price limitation	\$768,125

Based on the foregoing, I am respectfully recommending approval of the contract amendment with TK Elevator Corporation.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

**FOURTH AMENDMENT TO THE CONTRACT
BETWEEN TK ELEVATOR CORPORATION
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002859**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 31st day of July, 2023, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and TK Elevator Corporation (hereinafter referred to as "the Contractor") for Elevator Maintenance and Repair Services.

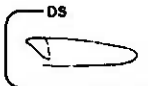
WHEREAS, pursuant to an agreement approved May 6, 2021, effective July 1, 2021, amended by the First Amendment on May 21, 2021, amended by the Second Amendment on October 18, 2021 and amended by the Third Amendment on May 26, 2022 and set to expire June 30, 2024 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain elevator maintenance and repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$768,125
2. Amend Exhibit B; add the following payment terms for the period January 1, 2023 through June 30, 2024:
 - Provide monthly and annual inspection, testing and repairs as required by the State of New Hampshire and detailed in contract #8002859 August 1, 2023 through June 30, 2024

NHE#	Description	Location Name	Inspection Month	Coverage	Monthly Cost	Annual Cost 8/1/23-12/31/23	Annual Cost 1/1/24-6/30/24
1626	Hyd Pass	Hampstead Hospital	December	A2-B2	\$170	\$850	\$1,020
NHE7600	Hyd Pass	BFam, Main Building - North End	June	A2-B2	\$190	\$950	\$1,140
Subtotal						\$1,800	\$2,160


 Contractor Initials: _____
 Date: _____
 7/31/2023

Add the following locations at 1 Granite Place, Concord, NH for the period of September 1, 2023 through June 30, 2024:

NHE#	Description	Location Name	Inspection Month	Coverage	Monthly Cost	Annual Cost 9/1/23-12/31/23	Annual Cost 1/1/24-6/30/24
1903	Hyd Pass	South Building	April	A2-B2	\$190.00	\$760	\$1,140
1907	Hyd Pass	South Building	April	A2-B2	\$190.00	\$760	\$1,140
1904	Hyd Freight	South Building	April	A2-B2	\$190.00	\$760	\$1,140
					Subtotal	\$2,280	\$3,420

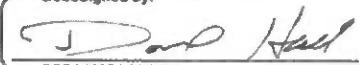
Add the following locations for the period of October 1, 2023 through June 30, 2024:

NHE#	Description	Location Name	Inspection Month	Coverage	Monthly Cost	Annual Cost 10/1/23-12/31/23	Annual Cost 1/1/24-6/30/24
493	Cable Pass	State House Annex (GS)	September	A1-B2	\$122.50	\$367.50	\$735
494	Cable Pass	State House Annex (GS)	September	A1-B2	\$122.50	\$367.50	\$735
					Subtotal	\$735	\$1,470

Original contract price limitation	\$755,172
Add change via first amendment	\$ 4,433
Subtract change via second amendment	\$ (1,350)
Subtract change via third amendment	\$ (1,995)
Add change via this requested amendment	\$ 11,865
New total price limitation	\$768,125

- All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on May 6, 2021, effective July 1, 2021, amended by the First Amendment on May 21, 2021, amended by the Second Amendment on October 18, 2021, and amended by the Third Amendment on May 26, 2022 and set to expire on June 30, 2024 shall remain in full force and effect.

TK Elevator Corporation


DocuSigned by:
By: 
9CBA188BACB1408...
dan hall

(Print Name)

Title: General Manager

Date: 7/31/2023

STATE OF NEW HAMPSHIRE

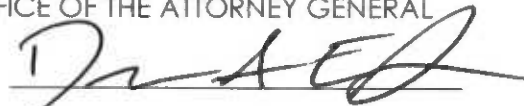
By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 8-3-23

OFFICE OF THE ATTORNEY GENERAL

By: 

Duncan A. Edgar
(Print Name)

Title: Attorney

Date: 8/7/23

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

Contractor Initials: 
Date: _____
7/31/2023



July 17, 2023

Daniel Hall
TK Elevator Corporation
31 Dartmouth Street
Westwood, MA 02090

Re: Execution Authorization

Dear Mr. Hall,

Please accept this writing as confirmation that the undersigned as Secretary of TK Elevator Corporation, has authorized you, Daniel Hall, to execute for and in the name of TK Elevator Corporation, Contracts, amendments, novation agreements, lien releases, bonds, questionnaires, qualification statements and bid documents pursuant to or in connection with the sale of Company's products and services in the normal and ordinary course of business.

Your position at TK Elevator allows you to bind TK Elevator Corporation as well as execute the aforementioned documents on behalf of the corporation.

This is a charge of trust and responsibility that I know you will discharge with discernment and meticulous vigilance.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
TK Elevator Corporation

A handwritten signature in black ink that reads 'Scott Silitsky'.

Scott J. Silitsky
Secretary

scott.silitsky@tkelevator.com

TK Elevator Corporation | 210 North University Drive, Suite 804 | Coral Springs, FL 33071 | USA |
www.tkelevator.com/us

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TK ELEVATOR CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on January 21, 2000. 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: 332805

Certificate Number: 0006281052



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of July A.D. 2023.

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

David M. Scanlan
Secretary of State

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: May 20, 2022

CONTRACT FOR: Elevator Maintenance and Repair Services

CONTRACT #: 8002859

COMMODITY/NIGP CODE: 910 1300

CONTRACTOR: TK Elevator Corp

VENDOR CODE #: 280202

SUBMITTED FOR ACCEPTANCE BY:



cn=Erica D Brisson, o=Div of
Procurement Support Services,
ou=Bureau of Purchase and Property,
email=Erica.D.Brisson@das.nh.gov,
c=US
2022.05.20 15:40:58 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div
Procurement Support Services, ou=Bureau
of Purchase and Property,
email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2022.05.26 10:58:51 -04'00'

PAUL A. RHODES, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

5-26-22

**THIRD AMENDMENT TO THE CONTRACT
BETWEEN TK ELEVATOR CORPORATION
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002859**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 20th day of May, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and TK Elevator Corporation (hereinafter referred to as "the Contractor") for Elevator Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective July 1, 2021, amended by the First Amendment on May 21, 2021, amended by the Second Amendment on October 18, 2021 and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain elevator maintenance and repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$756,260.00
2. Amend Exhibit B Payment & Pricing; remove the following elevators for the period of May 1, 2022 through April 30, 2023

MERRIMACK COUNTY					
NHE#	DESCRIPTION	LOCATON NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
493	Cable Pass	State House Annex (GS)	SEP	A1-B2	\$122.50
494	Cable Pass	State House Annex (GS)	SEP	A1-B2	\$122.50

Add the following locations for the period of May 1, 2023 through June 30, 2024:

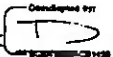
MERRIMACK COUNTY					
NHE#	DESCRIPTION	LOCATON NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
493	Cable Pass	State House Annex (GS)	SEP	A1-B2	\$122.50
494	Cable Pass	State House Annex (GS)	SEP	A1-B2	\$122.50

Add the following location upon signature of the Commissioner through June 30, 2024:

Contractor Initials: DS
DK
 Date: 05/20/2022

MERRIMACK COUNTY					
NHE#	DESCRIPTION	LOCATON NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
N/A	Chairlift	OPLC Building	May	A5-B1	\$37.50

- All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on May 6, 2021, effective July 1, 2021, amended by the First Amendment on May 21, 2021, amended by the Second Amendment on October 18, 2021 and set to expire on June 30, 2024. This contract shall remain in full force and effect.

Contractor Initials:  4
Date: 5/20/2022

TK ELEVATOR CORPORATION

By:  _____

Dan Hall

(Print Name)

Title: Branch Manager

Date: 5/20/2022

STATE OF NEW HAMPSHIRE

By:  _____

Charles M. Arlinghaus

(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 5-26-22



April 21, 2022

Daniel Hall
TK Elevator Corporation
31 Dartmouth Street
Westwood, MA 02090

Re: Execution Authorization

Dear Mr. Hall,

Please accept this writing as confirmation that the undersigned as Secretary of TK Elevator Corporation, has authorized you, Daniel Hall, to execute for and in the name of TK Elevator Corporation, Contracts, amendments, novation agreements, lien releases, bonds, questionnaires, qualification statements and bid documents pursuant to or in connection with the sale of Company's products and services in the normal and ordinary course of business.

Your position at TK Elevator allows you to bind TK Elevator Corporation as well as execute the aforementioned documents on behalf of the corporation.

This is a charge of trust and responsibility that I know you will discharge with discernment and meticulous vigilance.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
TK Elevator Corporation

A handwritten signature in cursive script that reads "Scott Silitsky".

Scott J. Silitsky
Secretary

scott.silitsky@tkelevator.com

TK Elevator Corporation | 210 North University Drive, Suite 804 | Coral Springs, FL 33071 | USA |
www.tkelevator.com/us

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TK ELEVATOR CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on January 21, 2000. 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: 332805

Certificate Number: 0005764286



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2022.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/18/2021

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

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

PRODUCER Aon Risk Services Central, Inc. 230 East Randolph CHICAGO, IL 60601	CONTACT NAME: Aon Risk Services Central, Inc.
	PHONE (A/C No./Ext): (366) 283-7122 FAX (A/C No./Ext): (202) 353-0105
	E-MAIL ADDRESS: aoc.chicago@aon.com
INSURED TK Elevator Corporation d/b/a ThyssenKrupp Elevator Corporation	INSURER(S) AFFORDING COVERAGE
	INSURER A: HDI Global Insurance Company
	INSURER B: ACE American Insurance Company
	INSURER C: Indemnity Insurance Company of NA
	INSURER D: ACE Fire Underwriters Insurance Company
	INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2058888

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLD5563201 / GLD5532901	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS -COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> CED <input type="checkbox"/> RETENTIONS			ISA H2555534	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PRODUCER/PARTNER/NEGUTIVE OFFICER/NUMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C37815512 (AGS) WLR C3781595A (CA, MA) WLR C37315257 (TX)	10/01/2021 10/01/2021 10/01/2021	10/01/2022 10/01/2022 10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Division Number: 103100 - Named Insured Includes: ThyssenKrupp Elevator Corporation - Address: 31 Dartmouth Street WESTWOOD, MA 02090
 Project Number: US181074 - Project Name: State of New Hampshire - LRCC BUILDINGS - Address: 379 BELMONT ROAD LACONIA, NH - Project Type (s): Elevator Maintenance

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire, Administrative Services

Bureau of Purchase and Property
25 Capitol Street, Room 102CONCORD, NH 03301
United States

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

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: October 12, 2021

CONTRACT FOR: Elevator Maintenance and Repair Services

CONTRACT #: 8002859

COMMODITY/NIGP CODE: 910 1300

CONTRACTOR: TK Elevator Corp

VENDOR CODE #: 280202

SUBMITTED FOR ACCEPTANCE BY:



cn=Erica D Brisson, o=Div of
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Erica.D.Brisson@das.nh.gov,
c=US
2021.10.12 13:30:55 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Paul.A.Rhodes@das.nh.gov,
c=US
Date: 2021.10.12 16:02:51 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Dept
of Administrative Services, ou=Div
of Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov,
c=US
Date: 2021.10.13 08:45:22 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10-18-21

**SECOND AMENDMENT TO THE CONTRACT
BETWEEN THYSSENKRUPP ELEVATOR CORP.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002859**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 1 day of October, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Thyssenkrupp Elevator Corp. (hereinafter referred to as "the Contractor") for Elevator Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective July 1, 2021, amended by the First Amendment on May 21, 2021 and set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain elevator maintenance and repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties:

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$758,255.00
2. Amend Exhibit B Payment & Pricing; upon signature of the Commissioner, Department of Administrative Services, remove the following payment terms through June 30, 2024:

HILLSBOROUGH COUNTY					
NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
5365	ADA Lift	298 Hanover St. (ES)	OCT	A5-B2	\$37.50

3. All other provisions of the Agreement approved by the Commissioner, Department of Administrative Services on May 6, 2021, effective July 1, 2021, amended by the First Amendment on May 21, 2021 and expires on June 30, 2024. This contract shall remain in full force and effect.

Contractor Initials: TS
Date 10-1-2021

THYSSENKRUPP ELEVATOR CORP.


DocuSigned by:
By: Timothy Snow
us06111e0f9d47c...
Timothy Snow

(Print Name)

Title: Branch Manager

Date: 10/1/2021

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 10-18-21



April 12, 2020

Timothy Snow
TK Elevator Corporation
31 Dartmouth Street
Westwood, MA 02090

Re: Execution Authorization

Dear Mr. Snow,

Please accept this writing as confirmation that the undersigned as Secretary of TK Elevator Corporation, has authorized you, Tomothy Snow, Branch Manager, to execute for and in the name of TK Elevator Corporation, Contracts, amendments, novation agreements, lien releases, bonds, questionnaires, qualification statements and bid documents pursuant to or in connection with the sale of Company's products and services in the normal and ordinary course of business.

Your position as Branch Manager allows you to bind TK Elevator Corporation as well as execute the aforementioned documents on behalf of the corporation.

This is a charge of trust and responsibility that I know you will discharge with discernment and meticulous vigilance.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
TK Elevator Corporation

A handwritten signature in cursive script that reads "Scott Silitsky".

Scott J. Silitsky
Secretary

scott.silitsky@tkelevator.com

TK Elevator Corporation | 210 North University Drive, Suite 804 | Coral Springs, FL 33071 | USA |
www.tkelevator.com/us

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TK ELEVATOR CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on January 21, 2000. 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: 332805

Certificate Number: 0005345821



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2021.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/18/2021

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

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

PRODUCER Aon Risk Services Central, Inc. 200 East Randolph CHICAGO, IL 80601	CONTACT NAME: Aon Risk Services Central, Inc.
	PHONE (A/C No.Ex): (866) 283-7122 FAX (A/C No.Ex): (800) 363-0105 E-MAIL ADDRESS: acs.chicago@aon.com
INSURED TK Elevator Corporation f/k/a ThyssenKrupp Elevator Corporation	INSURER(S) AFFORDING COVERAGE
	INSURER A: HDI Global Insurance Company NAIC # 41343
	INSURER B: ACE American Insurance Company 22667
	INSURER C: Indemnity Insurance Company of NA 43575
	INSURER D: ACE Fire Underwriters Insurance Company 20702
	INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 2068686

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLD5668801 / GLD5668901	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS -COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS <input type="checkbox"/> SCHEDULED ONLY <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISA H2555594	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> Limits shown as requested:	Y/N	N/A	WLR C67816912 (AOS) WLR C6781695A (CA, MA) WLR C67816997 (TX)	10/01/2021 10/01/2021 10/01/2021	10/01/2022 10/01/2022 10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000

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

Division Number: 103100 - Named Insured Includes: ThyssenKrupp Elevator Corporation - Address: 31 Dartmouth Street WESTWOOD, MA 02090
 Project Number: US161074 - Project Name: State of New Hampshire - LRCC BUILDINGS - Address: 379 BELMONT ROAD LACONIA, NH - Project Type (s): Elevator Maintenance

CERTIFICATE HOLDER

State of New Hampshire, Administrative Services
 Bureau of Purchase and Property
 25 Capitol Street, Room 102
 CONCORD, NH 03301
 United States

CANCELLATION

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

Aon Risk Services Central Inc

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 05/19/2021

CONTRACT FOR: Elevator Maintenance and Repair Services

CONTRACT #: 8002859

NIGP CODE: 910 1300

CONTRACTOR: Thyssenkrupp Elevator Corp. VENDOR CODE #: 280202

SUBMITTED FOR ACCEPTANCE BY:

Erica Brisson Digitally signed by Erica Brisson
Date: 2021.05.19 09:29:01 -04'00'

PURCHASING AGENT

BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

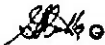


DN: cn=Paul A Rhodes, o=Div of Procurement
Support Services, ou=Bureau of Purchase and
Property, email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2021.05.20 10:58:16 -04'00'

PURCHASING MANAGER/ADMINISTRATOR

BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Department of Administrative
Services, ou=Division of Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2021.05.20 11:00:19 -04'00'

GARY S. LUNETTA, DIRECTOR

DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5/21/21

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN THYSSENKRUPP ELEVATOR CORP.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR ELEVATOR MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002859**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 18th day of May, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Thyssenkrupp Elevator Corp. (hereinafter referred to as "the Contractor") for Elevator Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective July 1, 2021 set to expire June 30, 2024 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain elevator maintenance and repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$759,605.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period July 1, 2021 through June 30, 2024:

NHE #	DESCRIPTION	LOCATION	INSPECTION MONTH	COVERAGE	COUNTY	MONTHLY COST
5501	HYD PASS	INTEVALE SCENIC OUTLOOK-REST AREA (DRED)	AUG	A5-B2	CARROLL	\$37.50

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on May 6, 2021, shall remain in full force and effect.

Contractor Initials: DS
TS
 Date: 5/18/2021

THYSSENKRUPP ELEVATOR CORP.

DocuSigned by:
By: Timothy Snow
SUBMITTED BY
Timothy Snow

(Print Name)

Branch Manager

Title: _____

5/18/2021

Date: _____

STATE OF NEW HAMPSHIRE

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 5-21-21

Contractor Initials: TS
Date: 5/18/2021



April 12, 2020

Timothy Snow
TK Elevator Corporation
31 Dartmouth Street
Westwood, MA 02090

Re: Execution Authorization

Dear Mr. Snow,

Please accept this writing as confirmation that the undersigned as Secretary of TK Elevator Corporation, has authorized you, Tomothy Snow, Branch Manager, to execute for and in the name of TK Elevator Corporation, Contracts, amendments, novation agreements, lien releases, bonds, questionnaires, qualification statements and bid documents pursuant to or in connection with the sale of Company's products and services in the normal and ordinary course of business.

Your position as Branch Manager allows you to bind TK Elevator Corporation as well as execute the aforementioned documents on behalf of the corporation.

This is a charge of trust and responsibility that I know you will discharge with discernment and meticulous vigilance.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
TK Elevator Corporation

Scott Silitsky

Scott J. Silitsky
Secretary

scott.silitsky@tkelevator.com
TK Elevator Corporation | 210 North University Drive, Suite 804 | Coral Springs, FL 33071 | USA |
www.tkelevator.com/us

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TK ELEVATOR CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on January 21, 2000. 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: 332805

Certificate Number: 0005345821



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

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

PRODUCER Aon Risk Services Central, Inc. 200 East Randolph CHICAGO, IL 60601	CONTACT NAME: Aon Risk Services Central, Inc. PHONE (A/C No./Ext): (855) 283-7122 FAX (A/C No./Ext): (800) 363-0105 E-MAIL ADDRESS: acs.chicago@aon.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED THYSSENKRUPP ELEVATOR CORPORATION	INSURER A: HDI Global Insurance Company	41343
	INSURER B: ACE American Insurance Company	22667
	INSURER C: Indemnity Insurance Company of NA	43575
	INSURER D: ACE Fire Underwriters Insurance Company	20702
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1885570

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLD5688800 / GLC5668900	07/31/2020	10/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS -COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISAH25313665	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Limits shown as requested:	Y/N	N/A	WLRC67462671 (AOS) WLRC67462713 (CA,MA) WLRC67452750 (TX) WLRC67462768(WM)	10/01/2020 10/01/2020 10/01/2020 10/01/2020	10/01/2021 10/01/2021 10/01/2021 10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Division Number: 103100 - Named Insured Includes: ThyssenKrupp Elevator Corporation - Address: 31 Dartmouth Street WESTWOOD, MA 02090
 Project Number: US161074 - Project Name: State of New Hampshire - LRCC BUILDINGS - Address: 379 BELMONT ROAD LACONIA, NH - Project Type (s): Elevator Maintenance

CERTIFICATE HOLDER

State of New Hampshire, Administrative Services
 Bureau of Purchase and Property
 25 Capital Street, Room 102
 CONCORD, NH 03301
 United States

CANCELLATION

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

Aon Risk Services Central, Inc

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 11/24/2020

CONTRACT FOR: Elevator Maintenance Services

CONTRACT #: 8002184

NIGP CODE: 910 1300

CONTRACTOR: Thyssenkrupp Elevator Corp VENDOR CODE #: 280202

SUBMITTED FOR ACCEPTANCE BY:


Erica Brisson *Digitally signed by Erica Brisson*
Date: 2020.11.24 09:43:57 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
RECOMMENDED FOR ACCEPTANCE BY:

Paul A. Rhodes *Digitally signed by Paul A. Rhodes*
Date: 2021.05.05 15:07:30 -04'00'

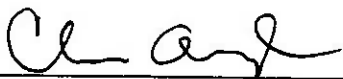
PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

 *Digitally signed by Gary S. Lunetta*
Date: 2021.05.06 08:23:26 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5-6-21

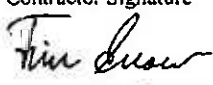
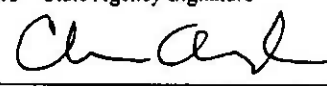
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name TK Elevator Corporation		1.4 Contractor Address 11605 Haynes Bridge Road, Suite 650 Alpharetta, GA 30009	
1.5 Contractor Phone Number 207-883-8838	1.6 Account Number VARIOUS	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$755,172.00
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature  Date: 4/5/2021		1.12 Name and Title of Contractor Signatory Tim Snow Branch Manager	
1.13 State Agency Signature  Date: 5/6/21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
Date 4/5/2021

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

**EXHIBIT A
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials JD
Date 4/15/2021

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

TK Elevator Corporation (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Elevator Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid #2441-21 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2441-21

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2441-21."

3. TERM OF CONTRACT

This contract shall commence on July 1, 2021 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

ELEVATOR TESTING/INSPECTIONS:

The Contractor shall perform all required State of New Hampshire inspections and safety tests, one (1) year, three (3) year and five (5) year as determined by the State of New Hampshire, Department of Labor.

ANNUAL INSPECTIONS

The Annual Inspection shall be done on the anniversary date (month it is due), which includes Firefighters Emergency Operation (fire recall), with smoke detectors and heat detectors, at the same time.

The Contractor must have at their disposal the proper equipment to service the proprietary elevators in the State system. (i.e. Dover, Dmc, Schindler microprocessors, etc.)

The Contractor will regularly and systemically examine the elevators, including oiling and cleaning machine, motor and controller, and other required items; cleaning of car tops and pits, hoist ways, door tracks, and other hoist way equipment; greasing or lubricating guide rails; minor adjustments and parts replacement disclosed as reasonably necessary at the time of regular examinations due to normal wear and tear to insure the safety and reliability of the elevators. All other work will be requested and authorized by the maintenance personnel representing the utilizing agency.

FIRE RECALL TEST

As part of the annual inspection, the Contractor shall coordinate with the State Agency and the Fire Alarm Company selected by the State, a fire recall test on the elevator.

To accomplish the Fire Recall Test the responsibilities of the parties shall be as follows:

THE ELEVATOR COMPANY SHALL - be responsible for inspecting the elevator equipment, which includes the elevator machine room, elevator pit, elevator hoist way and elevator car. The inspection also includes the hoist way structure, machine room structure for fire rating. The elevator company inspector shall witness the testing of the related fire initiating devices for the elevator that includes each elevator lobby, associated machine room, elevator pit and elevator hoist way. The cost for all actions stated above to accomplish the annual inspection shall be included as part of the monthly fee submitted in the Elevator Testing/Inspection portion of this contract.

THE OWNER (STATE AGENCY) SHALL - be responsible to provide and schedule a fire alarm company to work in conjunction with the Elevator company for the testing of Firefighters Emergency Operation (fire recall and shunt trip). All cost associated with and charged by the fire alarm company to provide this test the alarm system deemed necessary to accomplish this part of the elevator annual inspection shall be invoiced to the owner (State agency) for their testing of the fire equipment. Note: The Elevator Company shall be responsible for any fees for the fire alarm company due to the Elevator Company's late arrival, no show or late cancellation.

THE FIRE ALARM COMPANY SHALL - administer testing of the Firefighters Emergency Operation (fire recall and shunt trip) in conjunction with the elevator company. The elevator company inspector shall witness the testing of the related fire initiating devices for the elevator that includes each elevator lobby, associated machine room, elevator pit and elevator hoist way. The fire alarm company shall invoice the owner (state agency) for their testing of the fire alarm equipment. Any necessary repairs to the fire alarm equipment will fall under the fire alarm maintenance and repair contract.

If a fire recall retest is required due to a failure of the initial fire recall test, this will need to be approved by the agency before proceeding with an additional test.

FIVE (5) YEAR LOAD TEST

Contractor Initials FX
Date 4/15/2021

If a five (5) year load test is required for an elevator, the Contractor will coordinate that test into the annual inspection during the anniversary date required. Pricing for the load test will be included in the monthly rate cost.

All Testing/Inspection costs shall be incorporated into the monthly rate cost.

INSPECTION REQUIREMENTS / SPECIFICATIONS

- HYDRAULIC PASSENGER AND FREIGHT
Hydraulic passenger and freight to be maintained and inspected to ASME A17.1 per NH RSA 157-B: 3 and 4, also Administrative Rule Part Lab 1302.
- ELECTRIC (CABLE) PASSENGER, FREIGHT AND DUMBWAITER
Electric (cable) passenger, freight and Dumbwaiter to be maintained and inspected to ASME A17.1 per NH RSA 157-B:3 and 4, also Administrative Rule Part Lab 1302.
- ACCESSIBILITY LIFTS:
Accessibility Lifts To be maintained and inspected to ASME A17.1 and A18.1 (after 1998) per NH RSA 157-B: 3 and 4, also Administrative Rule Part Lab 1302.

The utilizing agency will be responsible for paying the annual safety inspections.

SPECIAL REQUIREMENTS FOR COURT FACILITIES AND DEPARTMENT OF CORRECTIONS:

- Two types of services shall be required under this contract; Elevator Testing/Inspecting and monthly Elevator Service and Repairs.
- ANNUAL INSPECTIONS: The Annual Inspection shall be done on the anniversary date (month it is due), which includes Firefighters Emergency Operation (fire recall), with smoke detectors and heat detectors, at the same time. For Bureau of Courts this work must be conducted during off hours beginning at 4:00 PM and not incur overtime or additional fees. For Department of Corrections, the inspections, repairs, and maintenance shall be done during normal business hours of 7:30 AM o 4 PM.
- The Contractor shall do all the work and furnish all the materials, tools, equipment, transportation, and safety devices necessary to perform the work during regular hours and in the manner and time specified. Included in this contract the Bureau of Courts request that all florescent tubes in cars to be changed to LED lights*. If additional work is required, a written proposal must be submitted for approval that includes cost of materials with no more than a 15% markup, proof of cost must be included with proposal. This includes the Department of Administrative Services.
- The LED light bulb count for Bureau of Courts:

Lancaster- 4	Concord -4	Hills North - 8
Ossipee - 4	Laconia - 8	Merrimack Circuit - 4
Plymouth - 2	Dover - 5	Manchester Circuit - 4
Hills South- 16	Rochester - 4	Portsmouth - 4
Derry - 4	Rockingham - 8	Jaffrey - 4

EMERGENCY REPAIR REQUIREMENTS:

Contractor shall supply a statewide emergency response 800 phone number(s) which shall be monitored 24/7/365, for emergency situations.

RESPONSE TIME:

The Contractor shall respond to service calls per the following requirements:

- Emergency calls shall be returned within one (1) hour (24/7/365)
- If on-site service is required on an emergency basis the Contractor shall arrive on-site anywhere in the State within two (2) hours except for Coos County. For on-site service for emergency calls in Coos County, the Contractor shall be on-site within four (4) hours
- Non-Emergency calls shall be returned within one (1) business hour 8AM-5PM weekdays
- If on-site service is required for a non-emergency call, the Contractor shall arrive on-site anywhere in the State within one (1) business day, or as mutually agreed up with the requesting agency.

The Agency placing the service call shall determine whether the situation constitutes an "Emergency" or a "Non-Emergency".

REPAIR PARTS:

Request to repair and/or replace parts shall be approved by the Agency Administrator, or their designated representative(s). Materials, including testing and inspection work shall be invoiced to the agencies at net price plus a markup not to exceed 15% above Contractor's cost (hydraulic fluid to be billed under this format). All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and fluids shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Administrator, or their designated representative(s).

Rebuilding equipment (i.e. electric motors) shall be accomplished when authorized by the agency.

Total cost charged for rebuilding by a sub-contractor plus a mark-up not to exceed 15% shall be allowed. The Contractor shall provide copy of subcontractor's actual invoice upon request.

Replaced or discarded components will become the property of the Contractor.

LABOR COVERAGE:

The Contractor shall regularly and systemically examine the elevators, including oiling and cleaning machine, motor and controller, and other required items; cleaning of car tops and pits, hoist ways, door tracks and other hoist way equipment; greasing or lubricating guide rails; minor adjustments and parts replacement disclosed as reasonably necessary at the time of regular examinations due to normal wear and tear to insure the safety and reliability of the elevators. All other work will be requested and authorized by the maintenance personal representing the utilizing agency.

The Contractor shall provide all signal fixture lamps, lubricants, cleaning compounds and wiping clothes at all locations at no charge to the State.

ADDITIONAL AGENCY REQUIREMENTS:

Department of Safety- State Police Locations

Background check will also include the following for all Department of Safety's State Police locations:

1. Fingerprint supported background check (anything outside of a traffic violation level must be approved by the CSO).
 - a. Fingerprints taken electronically at one of the state LiveScan Facilities (Coordinated through the AFIS Unit Supervisor).
 - b. Background check consists of full criminal and motor vehicle history check, to include arrests and open cases. Annulments are excluded from this process.
2. CJIS Online Training (Training material is paid for by the State)
 - a. Level 1 is assigned to individuals and must be completed prior to unescorted access to a facility. It's available in both English and Spanish and consists of about a 15-minute lecture with a one question acknowledgement at the end of the program.

Department of Corrections:

1. **Administrative Rules, Policies, Regulations and Policy and Procedure Directives:**
Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's). Additional information can be located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm
2. **Prison Rape Elimination Act (PREA) of 2003:** Contractor shall 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. Additional information can be located as a separate link:
http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm
3. **Contractor Employee Information/Background Checks:**
 - a. The Contractor (to include each employee and any approved subcontractor working in a NHDOC facility) will be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Corrections. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and subcontractor to the NH Department of Corrections.
 - b. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Vendor and/or sub-vendors employees to determine eligibility status.
 - c. The NH Department of Corrections will notify the Vendor of any potential Vendor and/or sub-vendors employee who does not comply with the criteria identified, below.
 - d. In addition, the Vendor and/or sub-vendors shall not be able to hire employees meeting the following criteria:
 - Individuals convicted of a felony shall not be permitted to provide 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 Warden and/or designee of the corresponding facility requiring service;
- 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 New Hampshire;
- 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
- The NH Department of Corrections may not permit relatives of currently incarcerated felons to provide services without prior approval.

ADDITIONAL REQUIREMENT:

Should the Contractor make any changes to State equipment as a result of any services provided, Contractor shall provide two (2) copies of all original and/or any marked up or otherwise altered prints, drawings and wiring diagrams to the requesting agency. Drawings shall be provided to the agency in a mutually agreeable time frame with the agency having final approval.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 6:00 A.M. and 6:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2441-21, as described herein, and under the terms of this Contract.

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

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://des.nh.gov/purchasing/vendorregistration/\(S{g0izcv55qthoegs4fioya5t45t}\)/welcome.aspx](https://des.nh.gov/purchasing/vendorregistration/(S{g0izcv55qthoegs4fioya5t45t})/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

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

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Contractor Initials TL
Date 4/5/2021

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C
METHOD OF PAYMENT**

Page 13 of 24

Contractor Initials F.A.
Date 4/5/2021

1. CONTRACT PRICE

The Contractor hereby agrees to provide Elevator Maintenance and Repair services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$755,172.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. MONTHLY PRICING STRUCTURE

GOOS COUNTY					
NHE #	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
62	HYD Pass	White Mountains Community College - Main Bldg (WMCC)	MAR	A2-B2	\$102.50
4080	HYD Pass	Prison - (DOC-BER)	MAY	A5-B2	\$37.50
4081	HYD Pass	Prison - (DOC-BER)	MAY	A5-B2	\$37.50
1721	HYD Pass	MT. Washington State Park (DRED-MT. WASH)	MAY	A5-B2	\$37.50
2348	Whlchr Lift	Forests & Lands (DRED-LAN)	APRIL	A5-B2	\$37.50

GRAFTON COUNTY					
NHE #	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
2016	HYD Pass	Flume Visitor Center (DRED)	MAY	A5-B1	\$20.00
6861	Residential/Chairlift	Cannon Mountain (DRED)	JAN	A5-B1	\$20.00
1767	HYD Pass	Glenncliff Home - Brown Bldg (GHE)	DEC	A2-B2	\$102.50
1203	HYD FRT	Glenncliff Home - Warehouse (GHE)	DEC	A2-B2	\$102.50
4063	HYD Pass	Glenncliff Home - Lamoll Bldg (GHE)	DEC	A2-B2	\$102.50
6560	Symmetry Elect Whlchr Lift	Glenncliff Home - Admin Bldg (GHE)	FEB	A2-B2	\$102.50
4474	Wheel Chair Lift	RVCC Lebanon Academic Center (RVCC)	APR	A5-B1	\$20.00

BELKNAP COUNTY

Contractor Initials J.L.
Date 4/5/2001

NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
6906	MRL Unit	Marint Patrol Gilford (DOS)	SEPT	A4-B2	\$62.50
1465	HYD Pass-dmc 2-stop	Employment Security - 426 Union Ave (ES)	JUNE	A3-B2	\$82.50
203	HYD Pass	Lakes Region Community College -(LRCC)	JUL	A2-B2	\$102.50
1640	HYD Pass	Lakes Region Community College -(LRCC)	JUL	A2-B2	\$102.50
5264	HYD Pass	Lakes Region Community College -(LRCC) - CAT BLDG	JULY	A2-B2	\$102.50
1117	HYD Pass	Veteran's Home (VH)	NOV	A2-B2	\$102.50
4808	HYD Pass	Veteran's Home (VH)	NOV	A2-B2	\$102.50
1430	HYD Pass	Veteran's Home (VH)	NOV	A2-B2	\$102.50
2738	HYD Pass-dmc 2-stop	Veteran's Home (VH)	NOV	A2-B2	\$102.50
6274	HYD Pass	Veteran's Home (VH)	NOV	A2-B2	\$102.50

MERRIMACK COUNTY					
NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
493	Cable Pass	State House Annex (GS)	SEP	A1-B2	\$122.50
494	Cable Pass	State House Annex (GS)	SEP	A1-B2	\$122.50
495	Cable FRT	State House Annex (GS)	SEP	A1-B2	\$122.50
3588	Handicap Lift	State House Annex - Tunnel (GS)	DEC	A5-B2	\$37.50
3913	HYD Pass	Admin Courts (GS)	OCT	A2-B2	\$102.50
497	HYD Pass	State House (GS)	SEP	A1-B2	\$122.50
498	Cable Pass	State House (GS)	SEP	A1-B2	\$122.50
499	Cable Pass	Library (GS)	SEP	A2-B2	\$102.50
3572	HYD Pass - DMC	Library (GS)	JAN	A2-B2	\$102.50
3589	Handicap Lift	State House - Tunnel (GS)	DEC	A5-B2	\$37.50
366	Cable Pass	Londerghan Hall (GS)	AUG	A2-B2	\$102.50
5438	HYD Pass	Records & Archives Building (GS)	APRIL	A2-B2	\$102.50
4119	HYD Pass	Johnson Hall (GS)	NOV	A2-B2	\$102.50
5445	HYD Pass	Dot -Materials & Research (GS)	JUNE	A2-B2	\$102.50
5409	HYD Pass	Emergency Operations Center (GS)	SEPT	A4-B2	\$62.50
1021	HYD Pass	Supreme Court Bldg (GS)	OCT	A2-B2	\$102.50
1022	HYD Pass	Morton Bldg (GS)	OCT	A2-B2	\$102.50

Contractor Initials *J.P.*
Date 4/5/2021

1290	Cable Pass	Legislative Office Building (GS)	SEP	A2-B2	\$102.50
1291	Cable Pass	Legislative Office Building (GS)	SEP	A2-B2	\$102.50
4991	HYD Pass	Walker Building (GS)	JULY	A2-B2	\$102.50
4992	HYD Pass	Walker Building (GS)	JULY	A2-B2	\$102.50
5003	HYD Pass	Walker Building (GS)	JULY	A2-B2	\$102.50
5110	Elec. Dumbwaiter	Walker Building (GS)	JUNE	A4 B2	\$62.50
4850	HYD Pass	Dept of Safety - DMV (GS)	APRIL	A2 B2	\$102.50
5098	HYD Pass	Dept of Safety - DMV (GS)	DEC	A2-B2	\$102.50
1374	HYD Pass	Public Safety House (GS)	SEPT	A2-B2	\$102.50
1375	HYD Pass	Public Safety House (GS)	SEPT	A2-B2	\$102.50
2297	HYD Pass-dmc 2-slop	Public Safety House (GS)	SEP	A2-B2	\$102.50
4941	HYD Pass	Health & Human Services 29 Hazen Drive (GS)	OCT	A2-B2	\$102.50
1629	HYD Pass	Old Dept Labor (GS)	JULY	A2-B2	\$102.50
4493	HYD Pass	64 South St - DoIT (GS)	SEPT	A2-B2	\$102.50
4471	Elec Whlchr Lift	Real Estate, 64 South Street (GS)	SEPT	A5-B2	\$37.50
4472	Elec Whlchr Lift	DoIT, 64 South Street (GS)	SEPT	A5-B2	\$37.50
1156	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	\$102.50
1363	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	\$102.50
1364	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	\$102.50
1365	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	\$102.50
1366	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	\$102.50
1367	HYD Pass	Health & Human Services (GS)	DEC	A2-B2	\$102.50
1303	HYD FRT	Storrs St Whse (GS)	NOV	A2-B2	\$102.50
2930	HYD Pass	Spaulding Bldg (GS)	APR	A2-B2	\$102.50
*006	HYD Pass	Department of Justice -(GS)	FEB	A2-B2	\$102.50
*011	HYD Pass	Department of Justice -(GS)	FEB	A2-B2	\$102.50
5857	HYD Pass	State Office Park South M & S Building (GS)	SEPT	A2-B2	\$102.50
360	Cable Pass	Thayer (BFAM)	AUG	A2-B2	\$102.50
1376	HYD Pass	Thayer (BFAM)	AUG	A2-B2	\$102.50
361	Cable Pass	Main Bldg (BFAM)	AUG	A2-B2	\$102.50
4823	Whlchr Lift	Main Bldg (BFAM)	APRIL	A4 B4	\$62.50
365	Cable Pass	Dollof (BFAM)	AUG	A2-B2	\$102.50
1634	HYD Pass	Dollof (BFAM)	AUG	A2-B2	\$102.50
369	Cable Frt	Warehouse (BFAM)	AUG	A2-B2	\$102.50
1083	HYD Pass	Philbrook (BFAM)	MAR	A2-B2	\$102.50

Contractor Initials J.D.
Date 4/15/2002

2344	HYD Pass CD-GH, ESCO	Acute Psych Bldg (NHH)	FEB	A2-B2	\$102.50
2345	HYD Pass / Svc, ESCO	Acute Psych Bldg (NHH)	FEB	A2-B2	\$102.50
2346	HYD Pass, Lobby, ESCO	Acute Psych Bldg (NHH)	FEB	A2-B2	\$102.50
3802	HYD Pass EF- IJ, OTIS	Acute Psych Bldg (NHH)	FEB	A2-B2	\$102.50
2709	Elec Whlchr Lift	Pond Place (NHH)	MAR	A5-B1	\$20.00
3795	HYD Pass	Brown Bldg (BFAM)	FEB	A2-B2	\$102.50
3796	HYD Pass	Brown Bldg (BFAM)	FEB	A2-B2	\$102.50
3923	HYD Pass	Brown Bldg (BFAM)	FEB	A2-B2	\$102.50
3277	HYD Pass	Fire Trng Acad (DS)	OCT	A2-B2	\$102.50
3649	HYD Pass- dmc 2-stop	Fire Trng Acad -Dorm (DS)	OCT	A2-B2	\$102.50
4500	LL	Fire Trng Acad (DS)	OCT	A2-B2	\$102.50
1747	HYD Pass	Police STD & TRNG (PST)	JUN	A4-B1	\$52.50
2437	HYD Pass	Fish & Game (F&G)	MAY	A2-B2	\$102.50
1696	HYD Pass	Prison- SHU (DOC)	DEC	A2-B2	\$102.50
1878	HYD Pass	Prison/Close/Psyc (DOC)	DEC	A2-B2	\$102.50
1879	HYD Pass	Prison/Kitchen (DOC)	DEC	A2-B2	\$102.50
2652	HYD Pass	Prison/Industries (DOC)	DEC	A3-B1	\$82.50
2655	HYD Pass	Prison/Admin Core Area(DOC)	DEC	A4-B1	\$52.50
3404	HYD Pass	Prison/Warehouse (DOC)	DEC	A2-B2	\$102.50
5379	HYD Freight	Prison / Warehouse (DOC)	FEB	A5-B2	\$40.00
6991	Wheel Chair Lift	Prison / Warehouse (DOC)	AUG	A5-b2	\$40.00
2811	Elec Whlchr Lift	Prison/Men/Mntl Hlth (DOC)	OCT	A5-B1	\$20.00
4552	LULA	Concord Store 50 Stars St. (LIQ)	SEP	A4-B2	\$62.50
4935	HYD Pass	Aviation Support Bldg, 26 Regional Dr.(ADJ/GEN)	DEC	A3-B2	\$82.50
5457	HYD Pass	JFHQ-NH Building, 1 Minuteman Way. (ADJ/GEN)	DEC	A3-B2	\$82.50
1866	HYD Pass/3 stop	Tech College - Edmund Sweeney Tech Ctr (CTCS)	JUL	A2-B2	\$102.50
2667	HYD Pass/2 stop	Tech College - North Hall (CTCS)	JUL	A2-B2	\$102.50
27	HYD Pass/2 stop	Tech College - Little Bldg (CTCS)	JUL	A2-B2	\$102.50
1065	HYD Pass/2 stop	Tech College - Macrury Hall (CTCS)	JUL	A2-B2	\$102.50

936	HYD Pass/3 stop	Tech College - South Hall (CTCS)	JUL	A2-B2	\$102.50
5845	HYD Pass	McAuliffe - Shepard Discovery Center (GS)	FEB	A2-B2	\$102.50
6217	HYD Pass	12 Hills Ave - Admin Svs - Graphic Svs (GS)	JULY	A5-B2	\$37.50
6511	HYD Enclosed Vertical Wheelchair Platform Lifts	State House (GS)	MARCH	A5-B2	\$37.50
6512	HYD Enclosed Vertical Wheelchair Platform Lifts	Legislative Office Building (GS)	MARCH	A5-B2	\$37.50
6551	HYD LULA	Philbrook (BFAM)	SEPT	A2-B2	\$102.50
6553	HYD LULA	Philbrook (BFAM)	SEPT	A2-B2	\$102.50
5935	HYD Pass	Concord Community College - 43 College Dr., Grappone Hall (CTCS)	JUNE	A2-B2	\$102.50
6589	Cable Passenger Lift	Employment Security, 45 S. Fruit St. (ES)	FEB	A4-B2	\$62.50
6594	Wheelchair Lift	Employment Security, 45 S. Fruit St. (ES)	FEB	A5-B2	\$37.50
6647	Hydraulic Lift	Employment Security, 45 S. Fruit St. (ES)	APRIL	A4-B2	\$62.50
5684	Handicap Elevette	State House 3 rd Floor, outside House Clerk's Office (GS)	JULY	A5-B2	\$37.50
1407	HYD Pass	Waste Water Trt Plnt (DES/FRA)	OCT	A2-B2	\$102.50
1431	HYD Pass	TPKE Admin Office- (DOT/TOLLS)	OCT	A3-B2	\$82.50
6819	Traction Cable MRL	National Guard Training Site, 96 Sheep Davis Rd. (ADJ/GEN-Pembroke)	June	A3-B2	\$82.50
6820	Traction Cable MRL	National Guard Training Site, Barracks, 96 Sheep Davis Rd. (ADJ/GEN-Pembroke)	June	A3-B2	\$82.50

HILLSBOROUGH COUNTY					
NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
5924	HYD Pass	Bedford Highway (NHDOT-D5)	JUNE	A2-B2	\$102.50
3091	HYD FRT	Stock Room (YDC)	JAN	A5-B1	\$20.00

2408	Elec Whlchr Lift	Cellar (YDC)	JAN	A5-B1	\$20.00
3481	Elec Whlchr Lift	Gym (YDC)	JAN	A5-B1	\$20.00
5365	ADA Lift	298 Hanover St. - (ES)	OCT	A5-B2	\$37.50
1670	HYD Pass	Manchester Community College B-Bldg (MCC)	MAY	A3-B2	\$82.50
3148	HYD Pass	Manchester Community College Knox-A (MCC)	MAY	A3-B2	\$82.50
5589	HYD Pass	Manchester Community College (MCC)	MAY	A3-B2	\$82.50
6588	Accessibility Lift	Administration (YDC)	SEPT	A5-B1	\$20.00
7029	Handicap Lift	Calumet House (DOC)	FEB	A5-B2	\$37.50
7028	HYD Pass	Manchester Community College (MCC)	NOV	A3-B2	\$82.50
1081	HYD Pass	Nashua Community College - Main Bldg (NCC)	JUNE	A4-B2	\$62.50
5705	HYD Pass	Nashua Community College - Wellness Center (NCC)	JUNE	A4-B2	\$62.50
6121	HYD Pass	Nashua Community College - Judd Gregg Hall (NCC)	JUNE	A4-B2	\$62.50

ROCKINGHAM COUNTY					
NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
3574	Dover DMC HYD HC	Liquor Store I-95 N (LIQ)	MAR	A5-B1	\$20.00
3575	Elec Dumbwaiter	Liquor Store I-95 N (LIQ)	MAR	A5-B1	\$20.00
2214	Elec Dumbwaiter	Main I-95 (DOT/TOLLS)	OCT	A4-B2	\$62.50
2291	Elec Dumbwaiter	Ramp I-95 (DOT/TOLLS)	OCT	A4-B2	\$62.50
6187	HYD Pass	Parks & Rec. (DRED - SEASHELL) South Pavilion	MAY	A4-B2	\$62.50
6186	HYD Pass	Parks & Rec. (DRED - SEASHELL) North Pavilion	MAY	A4-B2	\$62.50
6226	HYD Pass	Parks & Red. (DRED - SEASHELL)	NOV	A4-B2	\$62.50
6230	Wheel Chair Lift	Parks & Red. (DRED - SEASHELL)	SEPT	A5-B1	\$20.00
6507	HYD/Cable Hybrid	PEASE ANGE Base-B-264 (KONE) (ADJ/GEN)	April	A4-B1	\$52.50
5273	HYD PASS	PEASE ANGE Base-B-145 (Pine State)	April	A4-B1	\$52.50

Contractor Initials JL
Date 4/5/2021

5979	HYD PASS	PEASE ANG Base-B-100 (LULA)	April	A4-B1	\$52.50
3033	HYD Pass	Great Bay Community College - Main Bldg (GBCC)	JAN	A2-B2	\$102.50
6068	HYD Pass	Great Bay Community College - Main Bldg (GBCC)	JAN	A2-B2	\$102.50
4162	Elec Dumbwaiter	I-95 Seabrook Welcome Cir (DRED - DTTD2)	MAR	A4-B2	\$62.50

STRAFFORD COUNTY					
NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
2383	Wheel Chair Lift	National Guard Training Site, Admin Bldg., Rt. 126 (ADJ/GEN-STRAFFORD)	AUG	A5-B2	\$37.50
6310	Wheel Chair Lift	National Guard Training Site, Thomas Hall, Rt. 126 (ADJ/GEN-STRAFFORD)	APRIL	A5-B2	\$37.50

CHESHIRE COUNTY					
NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
6139	HYD PASS	Community College System of NH (RVCC)	SEPT	A3-B2	\$82.50

SULLIVAN COUNTY					
NHE#	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
1794	GTD OATSIS	Monadnock Mill (GS)	NOV	A2-B2	\$102.50
861	HYD Pass	River Valley Community College - Main Bldg (RVCC)	DEC	A3-B2	\$82.50

BUREAU OF COURT FACILITIES					
NHE #	DESCRIPTION	LOCATION NAME	INSPECTION MONTH	COVERAGE	MONTHLY COST
2970	HYD Pass	Concord Dist Court (CF-CON)	SEP	A2-B2	\$175.00
2971	HYD Pass	Concord Dist Court (CF-CON)	SEP	A2-B2	\$175.00
2987	Elec Dumbwaiter	Concord Dist Court (CF-CON)	SEP	A2-B2	\$175.00
7203	HYD Pass	Merrimack Cty Superior Court ()	SEP	A2-B2	\$175.00
7204	HYD Pass	Merrimack Cty Superior Court ()	SEP	A2-B2	\$175.00
7202	HYD Pass	Merrimack Cty Superior Court ()	SEP	A2-B2	\$175.00
7205	HYD Pass	Merrimack Cty Superior Court ()	SEP	A2-B2	\$175.00
5792	HYD Pass	Laconia Courthouse (CF/LAC)	JAN	A2 B2	\$175.00
5791	HYD Pass	Laconia Courthouse (CF/LAC)	JAN	A2 B2	\$175.00

5808	Cable Dumbwaiter	Laconia Courthouse (CF/LAC)	JAN	A2-B2	\$175.00
6188	HYD Pass	Hillsborough Cnty Superior Crt (CF-HILL-N)	OCT	A2-B2	\$175.00
6189	HYD Pass	Hillsborough Cnty Superior Crt (CF-HILL-N)	OCT	A2-B2	\$175.00
6190	HYD Pass	Hillsborough Cnty Superior Crt (CF-HILL-N)	OCT	A2-B2	\$175.00
6191	HYD Pass	Hillsborough Cnty Superior Crt (CF-HILL-N)	OCT	A2-B2	\$175.00
3563	HYD Pass - DMC	Manchester Dist Crt (CF-MAN)	JAN	A2-B2	\$175.00
3564	HYD Pass - DMC	Manchester Dist Crt (CF-MAN)	JAN	A2-B2	\$175.00
3565	HYD Pass - DMC	Manchester Dist Crt (CF-MAN)	JAN	A2-B2	\$175.00
6311	Elec Dumbwaiter	Hillsborough Superior Court (CF-HILL-N)	DEC	A4-B1	\$55.00
2673	HYD Pass	Hillsborough Cnty Superior Court (CF-HILL-S)	JAN	A2-B2	\$175.00
2674	HYD Pass	Hillsborough Cnty Superior Court (CF-HILL-S)	JAN	A2-B2	\$175.00
2675	HYD Pass	Hillsborough Cnty Superior Court (CF-HILL-S)	JAN	A2-B2	\$175.00
2676	HYD Pass	Hillsborough Cnty Superior Court (CF-HILL-S)	JAN	A2-B2	\$175.00
2778	Elec Dumbwaiter	Hillsborough Cnty Superior Court (CF-HILL-S)	JAN	A4-B1	\$55.00
6094	Elec Dumbwaiter	Merrimack Courthouse (CF/MERRIMACK)	MARCH	A4-B1	\$55.00
6038	HYD Pass	Merrimack Courthouse (CF/MERRIMACK)	MARCH	A2-B2	\$175.00
6019	HYD Pass	Merrimack Courthouse (CF/MERRIMACK)	MARCH	A2-B2	\$175.00
3799	HYD Pass - OTIS	Derry Dist Crt (CF/DERR)	FEB	A2-B2	\$175.00
3874	Elec Dumbwaiter	Derry Dist Crt (CF/DERR)	FEB	A4-B1	\$55.00
3413	HYD Pass-shindler - micro proc	Rockingham Cnty Superior Court (CF-ROCK)	MAY	A2-B2	\$175.00
3414	HYD Pass-shindler - micro proc	Rockingham Cnty Superior Court (CF-ROCK)	MAY	A2-B2	\$175.00
3415	HYD Pass-shindler - micro proc	Rockingham Cnty Superior Court (CF-ROCK)	MAY	A2-B2	\$175.00

Contractor Initials FL
Date 4/5/2021

3416	HYD Pass-shindler - micro proc	Rockingham Cnty Superior Court (CF-ROCK)	MAY	A2-B2	\$175.00
3501	Elec Dumbwaiter	Rockingham Cnty Superior Court (CF-ROCK)	MAY	A5-B1	\$20.00
1599	HYD Pass	Portsmouth Dist Crt (CF/PORT)	DEC	A2-B2	\$175.00
3558	HYD Pass - OTIS 2 stop front & rear	Plymouth Dist Crt (CF/PLY)	JAN	A2-B2	\$175.00
4652	HYD Pass OTIS	Dover District Court (CF/DOV)	SEP	A2 B2	\$175.00
4803	Elec Dumbwaiter	Dover District Court (CF/DOV)	SEP	A2 B2	\$175.00
3110	HYD Pass	Rochester Dist Crt (CF/ROCH)	SEP	A2-B2	\$55.00
3129	Elec Dumbwaiter	Rochester Dist Crt (CF/ROCH)	SEP	A4-B1	\$55.00
4627	HYD Pass	Jaffrey Dist. Court (CF/JAFFREY)	JAN	A2-B2	\$55.00
4866	Oil Dumbwaiter	Jaffrey Dist. Court (CF/JAFFREY)	JAN	A4-B2	\$55.00
3715	HYD Pass - DM - Spec	Coos County Superior Crt (CF/COOS)***	APR	A2-B2	\$175.00
3716	HYD Pass - DM - Spec	Coos County Superior Crt (CF/COOS)***	APR	A2-B2	\$175.00
4883	HYD Pass	Carroll County Superior Court (CF/OSSIPEE)	OCT	A2-B2	\$175.00
4884	HYD Pass	Carroll County Superior Court (CF/OSSIPEE)	OCT	A2-B2	\$175.00

REPAIR RATES (REPAIR WORK/EMERGENCY SERVICE CALLS)	
SERVICE HOURS	HOURLY RATE PER PERSON
Monday through Friday 6:00 AM to 6:00 PM (NON HOLIDAY) - MECHANIC	\$190.00
Monday through Friday 6:00 AM to 6:00 PM (NON HOLIDAY) - TEAM (two or more personnel)	\$342.00
Monday through Friday 6:01 PM to 5:59 AM & Saturday work hours - 12:01 AM to 12 PM (excludes state holidays) - MECHANIC	\$323.00
Monday through Friday 6:01 PM to 5:59 AM & Saturday work hours - 12:01 AM to 12 PM (excludes state holidays) - TEAM (two or more personnel)	\$582.00
Sundays and State Holidays 12:01 AM to 12:00 PM - MECHANIC	\$380.00
Sundays and State Holidays 12:01 AM to 12:00 PM - TEAM (two or more personnel)	\$684.00

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

4. PAYMENT

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials F.A.
Date 4/5/2021

EXHIBIT D

RFB #2441-21 is incorporated here within.

Contractor Initials FA
Date 4/5/2021



April 12, 2021

Timothy Snow
TK Elevator Corporation
31 Dartmouth Street
Westwood, MA 02090

Re: Execution Authorization

Dear Mr. Snow,

Please accept this writing as confirmation that the undersigned as Secretary of TK Elevator Corporation, has authorized you, Tomothy Snow, Branch Manager, to execute for and in the name of TK Elevator Corporation, Contracts, amendments, novation agreements, lien releases, bonds, questionnaires, qualification statements and bid documents pursuant to or in connection with the sale of Company's products and services in the normal and ordinary course of business.

Your position as Branch Manager allows you to bind TK Elevator Corporation as well as execute the aforementioned documents on behalf of the corporation.

This is a charge of trust and responsibility that I know you will discharge with discernment and meticulous vigilance.

Should you have any questions, please do not hesitate to contact me.

Sincerely,
TK Elevator Corporation

A handwritten signature in cursive script that reads "Scott Silitsky".

Scott J. Silitsky
Secretary

scott.silitsky@tkelevator.com

TK Elevator Corporation | 210 North University Drive, Suite 804 | Coral Springs, FL 33071 | USA |
www.tkelevator.com/us



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
09/28/2020

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

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

PRODUCER Aon Risk Services Central, Inc. 200 East Randolph CHICAGO, IL 60601	CONTACT NAME: Aon Risk Services Central, Inc. PHONE (A/C No.Ext): (866) 283-7122 FAX (A/C No.Ext): (800) 363-0105 E-MAIL ADDRESS: acs.chicago@aon.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED THYSSENKRUPP ELEVATOR CORPORATION	INSURER A: HDI Global Insurance Company	41343
	INSURER B: ACE American Insurance Company	22667
	INSURER C: Indemnity Insurance Company of NA	43575
	INSURER D: ACE Fire Underwriters Insurance Company	20702
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 1885570

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLD5668800 / GLD5668900	07/31/2020	10/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS -COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ISAH25313665	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC67462671 (AOS) WLRC67462713 (CA,MA) WLRC67462750 (TX) WLRC67462785(WI)	10/01/2020 10/01/2020 10/01/2020 10/01/2020	10/01/2021 10/01/2021 10/01/2021 10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE -EA EMPLOYEE \$ 1,000,000 E.L. DISEASE -POLICY LIMIT \$ 1,000,000
D	Limits shown as requested:						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Division Number: 103100 - Named Insured Includes: ThyssenKrupp Elevator Corporation - Address: 31 Dartmouth Street WESTWOOD, MA 02090
 Project Number: US181074 - Project Name: State of New Hampshire - LRCC BUILDINGS - Address: 379 BELMONT ROAD LACONIA, NH - Project Type (s): Elevator Maintenance

CERTIFICATE HOLDER State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capitol Street, Room 102 CONCORD, NH 03301 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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 TK ELEVATOR CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on January 21, 2000. 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: 332805

Certificate Number: 0005345821



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of April A.D. 2021.

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

William M. Gardner
Secretary of State