

MA 18P 16102500000000000047  
MODIFICATION

**State of Maine**



**Master Agreement**

**Effective Date:** 10/25/16

**Expiration Date:** 06/30/21

**Master Agreement Description:** HVAC PREVENTIVE MAINTENANCE & SERVICE FOR DATA CENTERS

**Buyer Information**

William Allen 207-624-7871 ext. NULL WJE.Allen@maine.gov

**Issuer Information**

Joan Bolduc 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

**Requestor Information**

Roger Gagnon 207-624-9597 ext. roger.l.gagnon@maine.gov

**Agreement Reporting Categories**

**Reason For Modification:** Temporary six month extension to complete the RFP process

**Authorized Departments**

18B BUREAU OF INFORMATION SERVICES

**Vendor Information**

**Vendor Line #:** 1

**Vendor ID**

VC1000000181

**Vendor Name**

AAA ENERGY SERV CO

**Alias/DBA**

**Vendor Address Information**

4 COMMERCIAL ROAD

SCARBOROUGH, ME 04074

US

**Vendor Contact Information**

David Barden  
207-487-3706 ext.  
dbarden@aaaenergy.com

**Commodity Information**

**Vendor Line #:** 1

**Vendor Name:** AAA ENERGY SERV CO

**Commodity Line #:** 1

**Commodity Code:** 93639

**Commodity Description:** HVAC PREVENTIVE MAINTENANCE & SERVICE FOR DATA CENTERS

**Commodity Specifications:** As per the specifications attached and made part of this Master Agreement

**Commodity Extended Description:** 2)Data Centers located at 45 Commerce Drive & 127 Sewall St, Augusta, ME 04330

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> 0.000000
<b>Delivery Days</b> 0	<b>Free On Board</b> FOB Dest, Freight Prepaid	
<b>Contract Amount</b> 0.00	<b>Service Start Date</b> 10/25/16	<b>Service End Date</b> 06/30/21
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract. The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:  
*Jaime C. Schorr* 1/15/2021  
6D6437754DD0459...  
\_\_\_\_\_  
Signature Date

Jaime C. Schorr, Chief Procurement Officer

and

AAA ENERGY SERV CO

DocuSigned by:  
*David Barden* 1/15/2021  
2D25A8597F6C4E7  
\_\_\_\_\_  
Signature Date

David Barden djb

**RIDERS**

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Vendor Cover Page and Debarment Form
<input type="checkbox"/>	Municipality Political Subdivision and School District Participation Certification – Appendix D from RFQ
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

**RIDER A**  
**Scope of Work and/or Specifications**  
**MA 161025-047**

**Commodity:** HVAC PREVENTIVE MAINTENANCE & SERVICE FOR DATA CENTERS

**Master Agreement Competitive Bid RFQ:** 18B 161017-236

**Contract Period:** Through October 31, 2018. The State of Maine with vendor approval can opt to issue up to two (2) one (1) year extensions. *Extend for extra six (6) months at current pricing through June 30, 2021 to complete RFP processes.*

**Payments:** The State of Maine will only pay for the services that have been provided.

**Specifications**

The State of Maine anticipates four (4) scheduled preventive maintenance visits per year in addition to any repair visits required. Visits would consist of HVAC preventive maintenance/inspections of: Cooling season maintenance (CM); Cooling Season Inspection (CI); Heating Season maintenance (HM); and Heating Season Inspection (HI). This schedule may be adjusted after consultation with the selected vendor.

Following is a table of equipment located at their respective Data Center's:

LOC	QTY	EQUIPMENT TYPE	MANUFACTURER	MODEL NO.	S/N#
Data Center - S	2	XD Precision Cooling Refrigerant Pumping Unit(RPU)	Liebert	XDP160RA-45655	N12J6F0007 (RPU1) N12J6F0006 (RPU2)
Data Center – S	2	CW Precision Cooling Computer Room Air Handler(CW084)	Liebert	CW084UCSA2S036	N12J140079 (CRAH1) N12J140078 (CRAH2)
Data Center – S	15	XD Precision Cooling(IRC)	Liebert	XDH20SKR-0	N12J6D0066 – N12J6D0092 (15 units)
Data Center – C	1	DS Precision Cooling System	Liebert	DS053A5AOE1703A	09C8E0239
Data Center - C	1	Associated Rooftop Condenser	Liebert	DCDF251-A	0914C19968

- Vendor must be a certified Liebert partner able to support and maintain the Liebert line of HVAC equipment and associated gear.
- HVAC technicians must have experience working on LIEBERT In Row Cooling Systems including refrigerant pumping units and IRC coils. Technicians must have experience with CRAH units.
- At least two (2) service technicians should have completed training and certification at the Emerson Liebert Training Facility in Westerville, Ohio: Course #PCT206: DS/VS ICOMM controls and networking;
- Vendor must carry appropriate insurance and tools for technicians;
- HVAC technicians in Maine are through a “universal refrigerant handling certification” through ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers);
- Vendor shall respond to equipment service calls placed by the State of Maine during term of the agreement.
- Vendor shall provide unlimited telephone technical support.
- The State of Maine monitors and receives equipment alarms and will call vendor when emergency service is required;
- Vendor shall call back State of Maine within 30 minutes of problem notification and respond on-site within two (2) hours.

**RIDER B  
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
  - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
  - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
  - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
  - d. The term “Division” shall refer to the State of Maine Division of Purchases.
  - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
  - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.
  
- 2. WARRANTY:** The Contractor warrants the following:
  - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
  - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
  - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
  - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
  - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

**3. TAXES:** Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

**4. PACKING AND SHIPMENT:** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices,

packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

**5. DELIVERY:** Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

**6. FORCE MAJEURE:** The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

**7. INSPECTION:** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Division.

**8. INVOICE:** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

**9. ALTERATIONS:** The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate



all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

**10. TERMINATION:** The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

**11. NON-APPROPRIATION:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

**12. COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**13. INTERPRETATION:** This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

**14. DISPUTES:** The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

**15. ASSIGNMENT:** None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

**16. STATE HELD HARMLESS:** The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

**17. SOLICITATION:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**18. WAIVER:** The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

**19. MATERIAL SAFETY:** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

**20. COMPETITION:** By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

**21. INTEGRATION:** All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

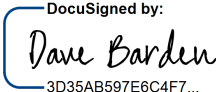
**STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
DIVISION OF PROCUREMENT SERVICES**

**VENDOR COVER PAGE**

Bidder's Organization Name: Dave Barden		
Chief Executive - Name/Title: David Barden VP		
Tel: 207-487-3706	Fax: 207-487-5319	E-mail: dbarden@aaaenergy.com
Headquarters Street Address: 4 commercial Road		
Headquarters City/State/Zip: Scarborough, Maine 04070		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: David Barden VP		
Tel: 207-487-3706	Fax: 207-487-5319	E-mail: dbarden@aaaenergy.com
Street Address: 418 Industrial Park		
City/State/Zip: Pittsfield, Maine 04967		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

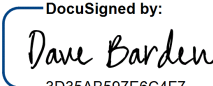
Name: Dave Barden	Title: djb
Authorized Signature:  3D35AB597E6C4F7...	Date: 1/15/2021

## Debarment, Performance, and Non-Collusion Certification

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:*

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
  - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
    - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
    - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
    - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
    - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
  - c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*
- Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

*To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

Name: Dave Barden	Title: djb
Authorized Signature:  <small>3D35AB597E6C4F7...</small>	Date: 1/15/2021

Please fill out the tables below and attach to your response.

**VENDOR NAME:** AAA Energy Service Co.

HVAC Technician		Hourly or Unit Rate
Monday- Friday	8:00am – 5:00pm	\$82.00/HR
Monday- Friday	5:00pm – 8:00am	\$123.00/HR
Saturday/Sunday	24 hours	\$123.00/HR
Holiday	24 hours	\$123.00/HR
Mileage rate charged, if any, when technician responding.		\$1.00 / MILE
Minimum number of hours charged for call-out/emergency service, if any.		-0-

Parts Schedule	
Quote discount or markup to be charged for repair parts used when performing repair or emergency services on units.	.35% above our cost

Other Fees	Rate
Present other fees which may apply. Describe and list rate.	
Refrigerant Recovery	\$85.00 / occurrence
Three potential extra include torch, vacuum, nitrogen (for leak check)	\$20.00 / occurrence

The following cost table, as well as proof of service qualifications, will be used to select a vendor.

Service	Cost
Quote total price of preventive maintenance visits (CM & HM) and inspection visits (CI & HI). List services and parts that are included in the visit(s).	\$4,260.00
Price three (3) call-out emergency service technician visits of five (5) hours duration each, three (3) hours M-F 8 – 5 and two (2) hours M-F 5p – 8a (Rate M-F 8-5 x 3 + Rate M-F 5-8 x 2) x 3	\$1,476.00
Price a service technician driving 100 miles to respond, if mileage charges apply (100 x mileage rate) x 3 (for 3 call-out visits)	\$300.00
Provide price of \$1,000 of parts, discounted or marked up as applied (\$1,000 x discount rate)	\$1,000x1.35= \$1,350.00
<b>Total Cost</b>	<b>\$7,386.00</b>