

**CONTRACT: HVAC Preventive Maintenance, Repair & Emergency Services / Statewide Services Contract  
(The Adjutant General's Department (JFHA, Building One))**

**CONTRACT #: TBD 8001502**

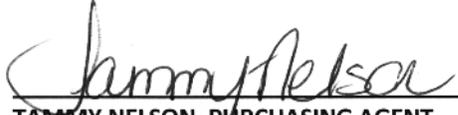
**VENDOR: Control Technologies, Inc. / Vendor #160482**

This contract is for preventive maintenance, repair and emergency services for HVAC equipment for The Adjutant General's Department (JFHQ, Building One) for a period of approximately thirty-six months effective upon the approval by the Commissioner (DAS) and expiring thereafter on November 30, 2016, unless terminated earlier in accordance with the terms of the contract.

As a result of Bid 1573-14, four compliant bids were received; Control Technologies, Inc. submitted the lowest bid (bid award included repair rates). See attached results.

\* \* \* \* \*

**SUBMITTED FOR ACCEPTANCE BY:**

  
TAMMY NELSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 1-6-13

**RECOMMENDED FOR ACCEPTANCE BY:**

\_\_\_\_\_  
ROBERT STOWELL, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

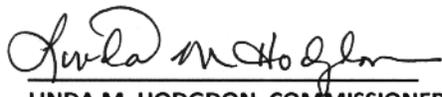
DATE \_\_\_\_\_

**ENDORSED FOR ACCEPTANCE BY:**

  
MICHAEL P. CONNOR, DEPUTY COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 1/6/14

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

  
LINDA M. HODGDON, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 1/8/14

Subject: Preventive Maintenance, Repair and Emergency Services for HVAC Equipment for The Adjutant General's Department (JFHQ, Building One)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, 25 Capitol Street Concord, NH 03301	
1.3 Vendor Name <b>Control Technologies, Inc.</b>		1.4 Vendor Address <b>111 Zachary Road, Manchester NH 03109</b>	
1.5 Vendor Phone Number (603) 626-6070	1.6 Account Number See Appendix C	1.7 Completion Date November 30, 2016	1.8 Price Limitation Total Price: \$79,632 Contract Price: \$45,072 Contingency Amount: \$34,560
1.9 Contract(s)ing Officer for State Agency Tammy Nelson, Purchasing Agent		1.10 State Agency Telephone Number (603) 271-2009	
1.11 Vendor Signature <i>Daryl Caron</i>		1.12 Name and Title of Vendor Signatory <i>Daryl Caron Service Sales</i>	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Hillsborough</i> On <i>1-2-14</i> , before the undersigned officer, <i>personally</i> , appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.11.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Gretchen Andrusick</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>GRETCHEN ANDRUSICK</i> <i>NOTARY</i>			
1.14 State Agency Signature <i>Linda M. Hodgdon</i>		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner Department of Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Vendor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT(S) PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 The payment by the State of the contract(s) price shall be the only and the complete reimbursement to the Vendor for all expenses, of whatever nature incurred by the Vendor in the performance hereof, and shall be the only and the complete compensation to the Vendor for the Services. The State shall have no liability to the Vendor other than the contract(s) price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Vendor 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 VENDOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Vendor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor'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 Vendor shall at its own expense provide all personnel necessary to perform the Services. The Vendor 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 Vendor shall not hire, and shall not permit any subVendor 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 Contract(s)ing 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 Contract(s)ing Officer's decision shall be final for the State.

Contractor's Initials DC  
Date 1/21/14

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Vendor 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 Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Vendor notice of termination;
- 8.2.2 give the Vendor 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(s) price which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default shall never be paid to the Vendor;
- 8.2.3 set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Vendor shall deliver to the Contract(s)ing 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(s) price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. VENDOR'S RELATION TO THE STATE.** In the performance of this Agreement the Vendor is in all respects an independent Vendor, and is neither an agent nor an employee of the State. Neither the Vendor 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/SUBCONTRACT(S)S.** The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

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

- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor's Initials DL  
Date 1/2/14

14.3 The Vendor shall furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Vendor shall also furnish to the Contract(s)ing Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contract(s)ing Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, Vendor shall maintain, and require any subVendor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Vendor shall furnish the Contract(s)ing 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 Vendor, or any subVendor or employee of Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor's Initials DC  
Date 1/2/14

**EXHIBIT A**  
**SCOPE OF SERVICES**

**I. PURPOSE:**

The Contractor hereby agrees to provide the State of New Hampshire, The Adjutant General's Department, with maintenance and repair services for Heating, Ventilation and Air Conditioning Equipment (hereinafter referred to as "HVAC") in accordance with RFB 1573-14 and as described herein.

**II. TERM:**

The term of the contract shall commence upon approval by the Commissioner, Department of Administrative Services, and expire thereafter on November 30, 2016 (approximately thirty-six months). The agreement may be renewed for an additional term of two years upon terms and conditions as the parties may mutually agree and upon the approval of the Commissioner, Department of Administrative Services.

The State shall have the right to terminate the contract at any time by giving the Contractor a thirty (30) day written notice.

**III. SPECIFICATIONS FOR A MAINTENANCE AND REPAIR SERVICE CONTRACT FOR HVAC EQUIPMENT:**

The specifications for HVAC maintenance and repair services shall be as follows:

1. The Contractor shall provide The Adjutant General's Department with "preventive maintenance" and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices owned by the State of New Hampshire at the following location:

**JFHQ Building #1**

**4 Pembroke Road, Concord, NH**

2. The term "preventive maintenance" as used above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement, their respective locations and manufacturers are listed and attached as part of this contract in Appendix A.

**Special Note:** The Spring preventive maintenance services (to be performed in March – May) shall commence in the spring of 2014, or no sooner than March 1, 2014. The fall preventive maintenance services (to be performed in September – November) shall commence in the fall of 2014, or no sooner than September 1, 2014.

3. The Contractor shall make annual fall cleaning and inspections of all heating systems including boilers, furnaces and domestic hot water tanks as described below:

- Remove all cleaning access panels,
- Wire brush and vacuum all fireside surfaces free of soot,
- Wash coat all refractory; perform patching of refractory as required,
- Replace all gasketing as required,
- Reseal boiler access panels,
- Inspect all burners; Adjust spark gap and test pilots,
- Test fire all burners,
- Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs,
- Test and ensure that all operating controls for the respective heating systems are working properly,
- Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers.

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4. The Contractor shall provide a semi-annual inspection in the spring (March – May) and fall (September – November) of the air handler systems. Inspections shall include the following:

- Check bearings for wear,
- Checking fans and fan shafts for proper balance,
- Checking all belts for proper tension, alignment and wear,
- Checking all air handling systems for proper flow, operation and control sequence. All related controls are included,
- Clean all heating and cooling coils,
- Clean and scrub all condensation pans and check to make sure that pans are pitched correctly for proper drainage,
- Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order,
- Check all sheaves for proper alignment,
- Check and tighten all electrical terminations,
- Check contacts for wear,
- Check and record motor current against nameplate,
- Check all safety controls,
- Lube motors/bearings where applicable,
- Check fan wheels - clean as required,
- Check fan scrolls - clean as required,
- Check fan bearing supports,
- Check motor supports,
- Check damper operation,
- Check damper linkages,
- Check motor damper operation,
- Inspect and clean condensate pumps where applicable,
- Replace air filters (**Contractor shall provide filters. Filters to meet or exceed existing filters for efficiency and quality**),
- Check humidifier strainer where applicable,
- Check and clean humidifier float assembly,
- Check humidifier level controls,
- Check and clean humidifier drain/pan,
- Check humidifier heating elements,
- Check all humidifier controls,
- Check and clean outside air intakes,
- Check for any unusual noises or vibrations,
- Check structural integrity of the unit.

5. The Contractor shall provide an annual fall maintenance inspection of the unit heaters, radiant heat panels, baseboards, make-up air units, infrared heaters and cabinet heaters as described herein. The maintenance inspection shall include the following services:

- Brush or vacuum grilles, coils, fans, baseboards, fin tubes, etc.,
- Lubricate fan and motor bearings where applicable,
- Check belts and sheaves where applicable,
- Check steam traps, valves, etc. where applicable,
- Check and tighten all electrical connections,
- Check all control operations,
- Lube and adjust dampers and linkages,
- Check heat exchanger for leaks where applicable,
- Check gas valve and controls where applicable,
- Check oil burner and controls where applicable,
- Check and tighten electric heater connections,
- Check amps/volts where applicable,
- Check filters,
- Check fan assembly,

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- Check and tighten all mounting hardware,
- Check overall operation,
- Check hardware and gaskets.

6. The Contractor shall provide annual maintenance inspection of the exhaust fans in the fall (September - November) as described herein. The maintenance inspection shall include the following services:

- Brush, vacuum or clean grills, coils and fans,
- Lubricate fan and motor bearings where applicable,
- Check belts and sheaves where applicable,
- Check and tighten all electrical connections,
- Check all control operations,
- Lube and adjust any dampers or linkages,
- Check amps/volts where applicable,
- Check fan assembly,
- Check and tighten all mounting hardware,
- Check overall operation.

7. The Contractor shall inspect and complete preventive maintenance on all air conditioning and chiller systems annually in the spring (March- May) as required to maintain them in proper operating condition by providing, at a minimum the following services:

- Check and record volts/amps of compressors,
- Check and record volts/amps of condenser fan motor where applicable,
- Check starter and contact surfaces,
- Check and record operating temperatures,
- Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant),
- Check moisture indicators and sight glasses,
- Check oil level,
- Check oil contamination,
- Check all belts where applicable,
- Check all safety controls,
- Check superheat and adjustment,
- Check hot gas by pass controls where applicable,
- Check head pressure controls where applicable,
- Check unloader operation where applicable,
- Check all operating controls,
- Check and tighten all electrical connections,
- Lube motors/bearings where applicable,
- Inspect and clean condenser coil,
- Clean and paint rusted areas,
- Check water cooled condenser coil where applicable,
- Check water regulating valve where applicable,
- Check cap tubes/piping for chafing,
- Check crankcase heaters,
- Visual check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of any used refrigerant),
- Check fan wheels - clean as required,
- Check fan scrolls - clean as required,
- Check fan sheave wear,
- Check fan sheave alignment,
- Check fan bearing supports,
- Check motor supports,
- Check damper operation,
- Check damper linkages,
- Check motor damper operation,

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- Inspect and clean evaporator coils,
- Inspect and clean condensate pans,
- Inspect and clean condensate pumps where applicable,
- Replace air filters (**Contractor shall provide filters. Air filters to meet or exceed existing filters for efficiency and quality**),
- Check humidifier strainer where applicable,
- Check and clean humidifier float assembly,
- Check humidifier level controls,
- Check and clean humidifier drain/pan,
- Check humidifier heating elements,
- Check all humidifier controls,
- Check and clean outside air intakes,
- Check for any unusual noises or vibrations,
- Check structural integrity of the unit,
- Check glycol level if applicable.

8. The Contractor shall maintain all digital control systems and associated devices on a semi-annual basis; spring (March-May) and fall (September - November) as required to properly maintaining their operating condition by providing, at a minimum the following services:

- Review system for proper operation, verify that all associated devices start and stop properly, check that set points are maintained, and verify scheduling,
- Check operational sequence of all VAV's, and related preheat, reheat and radiation valves and motors,
- Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters,
- Test and calibrate all devices including but not limited to thermostats, actuators, controls, dampers, valves, variable air volume devices,
- Make back up copies of software configurations and operating system. Provide customer with access to most recent copy,
- Check and record any system abnormalities or deficiencies.

9. The Contractor shall inspect all condenser water, and chilled water pumps as well as any glycol pumps annually in the spring (March- May). In addition the Contractor shall inspect all forced hot water pumps and circulators in the fall (September - November) as required to properly maintaining their operating condition by providing, at a minimum, the following services:

- Inspect electrical connections and contactors,
- Check couplings for alignment and wear and realign or replace when necessary,
- Lubricate all bearings,
- Check packing and adjust if necessary,
- Clean strainers,
- Check impeller and wearing rings,
- Check for any bearing wear,
- Check gaskets,
- Check for proper operation,
- Check for any improper vibration or noise,
- Tighten all nuts and bolts,
- Check and tighten all electrical terminations,
- Check contacts for wear,
- Check and record motor current against nameplate,
- Check motor mounts and vibrator pads.

10. The Contractor shall retain the services of a competent independent water treatment company to provide complete chemical water treatment for the glycol system (cooling tower loop has glycol). The Contractor shall test all and provide the proper amount of chemicals for the system. The tests shall be completed in the months of May (or upon start up) and October (or upon shut down) of each year. Water

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treatment reports provided by the Subcontractor shall be submitted and directed to Paul Annis, or John Garrett, and should include at a minimum;

- PH
- Dissolved solids
- Alkalinity
- Nitrate Levels

*Note: The boilers water loop does not need to be tested.*

As it relates to the liquid chemicals for the glycol system, the State will be responsible for the cost of the chemicals. The Contractor shall retain the services for testing and submit a quote to the State for the cost of replacing the chemicals. After prior approval by the State, the Contractor shall be responsible for the installation.

The Contractor has chosen the following Subcontractor as the independent water treatment company to provide complete chemical water treatment for the glycol system:

Aquafax, Inc.  
Durham, NH

11. The Contractor shall replace all 11" cartridge filters (on AHU 1 thru 5) on a semi-annual basis. The Contractor shall supply such filters.

**EFFECTIVE July 10, 2014**, the Contractor shall begin servicing HVAC equipment coming off from a warranty period (see Appendix A – Equipment effective 7/10/2014) as described in this Section III, to include the additional services listed as #12, #13, and #14 below.

12. The Contractor shall clean and check the cooling tower at a minimum of once a year and as required maintaining it in proper operating condition. At a minimum, the services shall consist of the following:

- Draining, flushing and cleaning towers,
- Cleaning and painting rusted areas,
- Checking and cleaning or replacing nozzles,
- Checking float valves and repairing or replacing if necessary,
- Inspecting and lubricating all bearings,
- Checking fans for balance and repairing or replacing if necessary,
- Cleaning fan blades,
- Checking and tightening all electrical terminations, checking contacts for wear and checking motor current against nameplate.

13. The Contractor shall clean and check the glycol cooler at a minimum of once a year and as required to maintain it in proper working condition. At a minimum, this service shall consist of the following:

- Cleaning condenser completely including coil surfaces,
- Cleaning and painting rusted areas,
- Inspecting and lubricating bearings,
- Checking for refrigerant leaks and repair (Contractor shall be responsible for the removal and disposal of used refrigerant),
- Checking fans for balancing and repairing or replacing if necessary,
- Cleaning fan blades,
- Checking and tightening all electrical terminations, checking contacts for wear and checking motor current against nameplate.

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14. The Contractor shall clean and replace the two (2) cotton bag filters on a semi-annual basis; the bag filters are located in the output side of the well system. The Contractor shall remove the existing cotton bags, flush out and leave to dry. The State shall provide the replacement filters.

15. The annual preventive maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of Paul Annis, Plant Maintenance Engineer, or his designated representative John Garrett, Maintenance Technician.

16. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a "journeyman" level of competence.

17. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three hours from any overtime payment.

18. Request to repair and/or replace parts shall be approved (in advance of any repair work) by Paul Annis, Plant Maintenance Engineer, or his designated representative John Garrett, Maintenance Technician. Materials shall be invoiced not to exceed 20% above vendor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of Paul Annis, or his designated representative John Garrett.

19. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from Paul Annis, Plant Maintenance Engineer, or his designated representative John Garrett, Maintenance Technician.

20. The Contractor shall present two copies of a Final Report of work done the previous calendar year. The report shall be a service report, listing the work done each month of the contract year. The report may be submitted electronically or in hard copy to Paul Annis, Plant Maintenance Engineer, [paul.annis@nfg@mail.mil](mailto:paul.annis@nfg@mail.mil) on or before December 31, 2014 for the period covering December 1, 2013 – November 30, 2014; on or before December 31, 2015 for the period covering December 1, 2014 – November 30, 2015; on or before December 31, 2016 for the period covering December 1, 2015 – November 30, 2016.

21. Paul Annis, Plant Maintenance Engineer, or his designated representative John Garrett, Maintenance Technician, shall:

a. Provide the Contractor with all pertinent information regarding the requirements for this contract within two working days of receiving a request for information from the Contractor.

b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the contractor's work.

22. The Contractor shall warranty all of the parts supplied for a period of not less than the manufacturer's standard period of time, from the date the items are received, inspected and accepted by the State. The warranty shall cover 100% of all supplies, parts, shipping, labor, travel, lodging and expenses.

23. The Contractor (to include each employee and any approved subcontractor working in a state office or externally with the State's records) 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 Safety, Division of State Police, Criminal Bureau. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form (see Appendix B) on behalf of all personnel/employees and subcontractor to Paul Annis and/or John Garrett.

Contractor's Initials DL  
Date 1/2/14

**EXHIBIT B**  
**CONTRACT PRICE, INVOICING AND PAYMENT TERMS**

1. **Contract Price.** The Contractor shall receive payment in the amount of \$45,072 in return for the services described in Exhibit A (hereinafter referred to as the contract price).

2. The Contractor hereby agrees to provide said services in compliance with all the requirements specified in Exhibit A at the prices indicated below for the term of the contract.

FACILITY	December, 2013 – November 30, 2016	
	<u>Semi-Annual Price</u>	<u>Extended Price</u>
JFHQ Bldg 1	\$7,512	x 6 \$45,072

3. **Repair Rates, Emergency Service as Required, Per Hour.** In addition to the contract price, the Contractor shall be paid for repair work and emergency calls at such rates that are detailed below. The Contractor shall also be paid for parts that require replacement. Parts shall be invoiced at cost plus 20% over contractor's net cost. Said invoices shall contain all appropriate information detailing the list and net prices as appropriate and their respective discounts.

The total amount of the contingency for the extra work (not included in the basic scope of work as described in Exhibit A) shall not exceed \$34,560 for a total contract contingency amount. Notwithstanding any provision of this contract to the contrary, in no event shall the total payments including the contingency exceed \$79,632 for the contract term.

**REPAIR RATES, EMERGENCY SERVICE AS REQUIRED, PER HOUR:**

Monday thru Friday 8:00 AM to 4:30 PM Journeyman Mechanic	\$ 80.00 Mechanic per hour/per person
Monday thru Friday 4:31 PM to 7:59 AM Journeyman Mechanic	\$ 120.00 Mechanic per hour/per person
Saturday Work: Journeyman Mechanic	\$ 120.00 Mechanic per hour/per person
Sunday Work: Journeyman Mechanic	\$ 120.00 Mechanic per hour/per person

4. **Mileage and Travel Reimbursement (Applicable to repair and emergency service calls).** The Contractor shall be reimbursed for mileage traveled to a state site at the standard mileage rate for business as established by the Internal Revenue Service. This mileage and reimbursement rate shall be itemized on the contractor's invoice. Travel miles shall be calculated for one vehicle per job site or any number of continuous sites per day.

Travel time shall be computed for each scheduled mechanic based on starting from home base, last job site or Concord, whichever is closest to the call or scheduled visit and the return to home base.

The Contractor shall not be reimbursed for mileage and travel time for the semi-annual preventive maintenance visits.

Contractor's Initials dc  
Date 1/2/14

5. **Invoicing.** The Contractor shall be responsible for submitting invoices on the last day of each month in which services have been performed. **For Preventive Maintenance services, payments will be made semi-annually in December and June** (June 2014, December 2014, June 2015, December 2015 June 2016 and December 2016).

In addition to the contract price, the Contractor shall be paid for repair work and emergency calls at such rates that are detailed within the Repair Rates/Emergency Service as Required Section. All parts shall be invoiced at 20% over Vendor's cost.

Invoices shall be submitted to the following address:

State of New Hampshire  
The Adjutant General's Department  
State Military Reservation / BA Office  
4 Pembroke Road  
Concord, NH 03301

6. **Payment Terms.** Payment shall be due within thirty (30) days after receipt of properly documented invoices and acceptance of the work to the State's satisfaction.

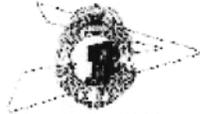
**EXHIBIT C**  
**SPECIAL PROVISIONS**

1. Delete Paragraph 14.1.1 and substitute the following: comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per incident and no less than \$2,000,000 in excess/umbrella liability each occurrence; and
2. There are no other special provisions for this contract.

**APPENDIX A  
Equipment List**

1. See attached inventory list for the equipment covered by this agreement.

**APPENDIX B  
Criminal Record Release Authorization Form**



New Hampshire Department of Safety  
**DIVISION OF STATE POLICE**  
Central Repository for Criminal Records  
33 Hazen Drive, Concord, NH 03309

**CRIMINAL RECORD RELEASE AUTHORIZATION FORM**

**SECTION I**

PLEASE TYPE OR PRINT CLEARLY. ALL INFORMATION IN THIS SECTION MUST BE COMPLETED

NAME \_\_\_\_\_  
LAST MAIDEN ALIAS FIRST MI

ADDRESS \_\_\_\_\_  
STREET CITY STATE ZIP CODE

DATE OF BIRTH \_\_\_\_\_ HAIR COLOR \_\_\_\_\_ EYE COLOR \_\_\_\_\_ SEX \_\_\_\_\_

DRIVER LICENSE NUMBER \_\_\_\_\_ STATE \_\_\_\_\_

PURPOSE FOR RECORD:  Medical  Employment  Admittance/Expungement  OTHER \_\_\_\_\_

My above signature certifies I am the individual listed above and that the information provided is true.

YOUR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
Signer must provide original signature and return to FBI/DOA-3473

**SECTION II**

IF RECORD IS TO BE MAILED TO YOU OR RECEIVED BY SOMEONE OTHER THAN YOURSELF.

**ALL OF SECTION II MUST BE COMPLETED**

I hereby authorize the release of my criminal record conviction(s), if any, to the following individual

NAME OF PERSON / FIRM TO RECEIVE RECORD \_\_\_\_\_

ADDRESS \_\_\_\_\_  
STREET CITY STATE ZIP CODE

YOUR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NOTARY'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
(Notary Seal)

SIGNATURE OF PERSON / FIRM TO RECEIVE RECORD \_\_\_\_\_ DATE \_\_\_\_\_

**NOTE: A \$25.00 fee is required for each request- make checks payable to: State of NH - Criminal Records.**

Contractor's Initials DC  
 Date 12/14

**APPENDIX C**  
**Account Number**

The account numbers for Section 1.6 are as follows:

Preventive Maintenance (Annually)

Account Number	%	Amount
2240-103	70%	10,516.00
2245-103	30%	<u>4,508.00</u>
Total		15,024.00 per year

Repair Allowance (Per Year)

Account Number	%	Amount
2240-103	70%	8064.00
2245-103	30%	<u>3456.00</u>
Total		11,520.00 per year

Contractor's Initials DC  
Date 1/2/14