

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN CONTROL TECHNOLOGIES, INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR HVAC SERVICES  
CONTRACT # 8001958**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 17th day of February, 2016, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Control Technologies, Inc. (hereinafter referred to as "the Contractor") for HVAC Preventative Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective January 1, 2016 set to expire December 31, 2018, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain HVAC Preventative 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: \$1,943,104.75
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period January 1, 2016 through December 31, 2018:

**SECTION III: ADJUTANT GENERALS DEPARTMENT**

FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/16-12/31/16)	SEMI-ANNUAL PRICE (1/1/17-12/31/17)	SEMI-ANNUAL PRICE (1/1/18-12/31/18)
Strafford Training Site	11 Academy Ave	Strafford	\$15,462.00	\$15,462.00	\$15,462.00
TOTAL, SECTION III			\$42,569.50	\$49,069.50	\$49,069.50
ANNUAL COST			\$85,139.00	\$98,139.00	\$98,139.00
CONTRACT TOTAL, SECTION III					\$281,417.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on December 31, 2015, shall remain in full force and effect.

Contractor Initials: *DL*  
Date: *2/24/16*

CONTROL TECHNOLOGIES, INC.

By: *Daryl Caron*  
Daryl Caron  
(Print Name)

Title: Service Sales Rep.

Date: 2/24/16

STATE OF NEW HAMPSHIRE

By: *Joseph Bouchard*  
Joseph Bouchard  
Vicki Quiram  
(Print Name)

Title: Commissioner (Asst)  
Department of Administrative Services

Date: Mar. 7, 2016

NOTARY PUBLIC/JUSTICE OF THE PEACE

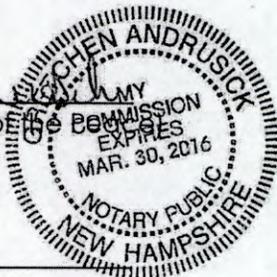
On the 24 day of February, 16.  
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

*Daryl Caron*

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

*Michael J. Andrusick*  
(Notary Public/Justice of the Peace)



My commission expires:  
3-30-16  
(Date)



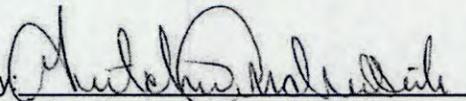
**CORPORATE RESOLUTION**

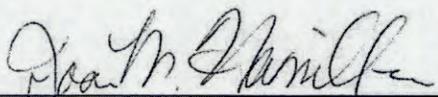
I, Gretchen Andrusick, Assistant Corporate Secretary of Control Technologies, Inc., hereby certify that at a duly called Special Meeting of the Board of Directors of this Corporation, held in Williston, Vermont on February 24, 2016, at which a quorum was at all times present, the following resolution was moved, seconded and unanimously adopted and that the same is in full force and effect as of this time hereof:

RESOLVED: That Daryl Caron, Service Sales Executive of the Corporation is hereby authorized to sign and execute an agreement between the State of NH, pertaining to the service for Contract #8001958 amendment 1.

DATED at Williston, Vermont, on this 24 day of February 2016.

CONTROL TECHNOLOGIES, INC.

By:   
Gretchen Andrusick, Assistant Corporate Secretary

  
Notary



Serving you in Boston, Los Angeles, New Hampshire, New York & Vermont

Subject: HVAC Preventative Maintenance and Repair Services, Contract# 8001958

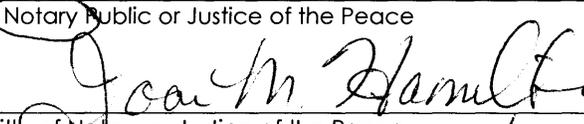
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name Control Technologies, Inc. VC# 160482		1.4 Contractor Address 111 Zachary Road Manchester, NH 03109	
1.5 Contractor Phone Number 603-626-6070	1.6 Account Number MULTIPLE	1.7 Completion Date December 31, 2018	1.8 Price Limitation \$1,850,332.75
1.9 Contracting Officer for State Agency Danielle Ruest, Purchasing Agent		1.10 State Agency Telephone Number 603-271-3290	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Daryl Caron Service Sales Representative	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Hillsborough</u> On <u>12-24-2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that he/she executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Joan M. Hamilton - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki V. Quiram, Commissioner JOSEPH BUCKARD Asst. Comm.	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

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

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

**INTRODUCTION**

Control Technologies, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with HVAC (Heating, Ventilation and Air Conditioning) Preventative Maintenance and Repair Services in accordance with the bid/proposal submission in response to State Request for Bid# 1806-16 and as described herein.

**CONTRACT DOCUMENTS**

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A        Scope of Services
- c. EXHIBIT B        Payment Terms
- d. EXHIBIT C        Special Provisions
- e. EXHIBIT D        RFB 1806-16

**TERM OF CONTRACT**

This contract shall commence on January 1, 2016 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on December 31, 2018, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and 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.

**SCOPE OF WORK**

**SECTION I: DEPARTMENT OF ADMINISTRATIVE SERVICES: BUREAU OF COURT FACILITIES**

1. The Contractor shall provide the Bureau of Court Facilities with a **"total maintenance program"** and **"automatic temperature control system services"** for refrigerated water chillers, air conditioning systems, plate heat exchangers, boilers, burners, domestic hot water heating systems, air handlers, pumps, controls and associated devices (see attached equipment list, Appendix A, Section I, for the types of equipment covered) owned by the State of New Hampshire, Bureau of Court Facilities.
2. The term "total maintenance program" and "automatic temperature control system services" 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 in Appendix A.
3. The term "total maintenance program" as used above shall mean servicing, repairing, lubricating and/or replacing chiller, heat plate exchanger, air handling system, heating and air conditioning system components, all controls, valves, dampers, motors and associated devices as necessary, as well as providing all necessary fluid and refrigerants. This includes all controls for the boilers, all oil and gas fired burners and all supporting equipment. Mechanical system associated devices, shall include cooling towers, glycol coolers, air cooled condensers, humidifiers, condenser fans and motors, supply and return fans and motors, radiation convectors, unit heaters, and cabinet heaters, chilled water, heating, condenser water and glycol pumps, automatic controls, dampers, valves, all electrical components including coils and contactors (from the load side of the respective disconnect switches), automatic and manual valves, gauges, strainers, chilled water loop (to the main supply and return shutoff valves only), condenser water, glycol and refrigerant loops, and all other devices associated with the chilled water and condenser water systems. Shells, tubes, hot water tanks and actual boiler vessels are excluded.

4. The term "automatic temperature control system services" as used above shall include servicing, repairing, replacing, lubricating and calibrating all pneumatic, electric and electronic systems and associated devices as required. Pneumatic system associated devices shall include air compressors, motors, refrigerated air dryers, filters, pressure reducing stations and time clocks. Direct digital control systems shall include all hardware (terminals, printers, video stations and all other components, software and peripheral equipment (valves and motors).
5. The Contractor shall clean all condenser tubes once each year in order to remove all scale and sludge. The Contractor may use either chemical or mechanical means to accomplish the above, but if chemical means are used the Administrator, Bureau of Court Facilities must be notified so that he/she may inspect and approve the cleaning. The Contractor shall be responsible to clean evaporator tubes, if required, to maintain the chiller in proper operating condition.
6. The Contractor shall maintain all refrigerated chillers and air conditioning systems and make monthly visits from April through September, and additionally as required, to maintain them in proper operating condition by providing, at a minimum the following services:
  - Check unit thoroughly for refrigerant leaks and proper amount of refrigerant; add refrigerant as required (Contractor shall be responsible for the removal and disposal of used refrigerant),
  - Check and calibrate safety and operating controls,
  - Check and tighten all electrical terminals and terminations, check contacts for wear and replace and or repair all defective electrical components,
  - Check oil level in compressors and add as required,
  - Check glycol level and add as required,
  - Check crankcase heaters,
  - Check internal interlocks, flow switches and any associated pumps and fans,
  - Check oil samples for acid and change oil when so indicated by analysis,
  - Any other maintenance or component replacement or repair necessary to maintain the refrigerated chillers and air conditioning systems in accordance with manufacturers' specifications is included in this agreement. **Any associated costs for crane or hoist usage shall be included.**
7. The Contractor shall maintain all digital control systems and associated devices on a semi-annual basis, and as required to maintain them in proper operating condition by providing, at a minimum, the following services:
  - Review system for proper operation, verify that equipment starts and stops properly, check that set points are maintained, and verify scheduling
  - Provide parts and labor for proper system operation during scheduled preventative maintenance
  - Repair any system failures due to normal wear and tear
  - Repair and/or replace any defective valves, damper motors or actuators etc.
  - Provide emergency calls between inspections, diagnosis of trouble, make adjustments and supply parts and labor
  - Any other maintenance or component replacement or repair necessary to maintain the digital control systems in accordance with manufacturer's specifications is included.
8. The Contractor shall clean and check all cooling towers a minimum of once a year and as required to maintain them in proper operating condition. At a minimum, the services shall consist of the following:
  - Draining, flushing and cleaning towers
  - Clean and paint rusted areas
  - Check and clean or replace nozzles
  - Check float valves and repair or replace as necessary
  - Inspect and lubricate all bearings
  - Check fans for balance and repair /or replace if necessary
  - Clean fan blades
  - Check and tightening all electrical terminations. Check contacts for wear, repair and/or replace defective electrical components and check motor current against nameplate.
  - Any other maintenance or component replacement or repair necessary to maintain the cooling towers in accordance with manufacturer's specifications is included.

9. The Contractor shall clean and check all air-cooled condensers and glycol coolers a minimum of once a year and as required to maintain them in proper working condition. At a minimum, this service shall consist of the following:
- Clean condenser completely including coil surfaces
  - Clean and painting rusted areas
  - Inspect and lubricate bearings
  - Check for refrigerant leaks, and repair (Contractor shall be responsible for the removal and disposal of used refrigerant)
  - Check fans for balancing and repair or replace if necessary
  - Clean fan blades
  - Check and tighten all electrical terminations, check contacts for wear. Repair and/or replace defective electrical components and check motor current against nameplate.
  - Any other maintenance or component replacement or repair necessary to maintain the condensers in accordance with manufacturer's specifications is included.
10. The Contractor shall clean and check the Vicarb plate heat exchanger a minimum of once a year and as required to maintain it in proper working condition. The Contractor shall inspect the equipment completely and perform any required maintenance pursuant to the manufacturers' recommendations.
11. The Contractor shall maintain all condenser water, chilled water, circulator pumps and glycol pumps a minimum of once a year and as required to maintain them in proper operating condition by providing, at a minimum, the following services:
- Clean and paint pump housings when required
  - Inspect electrical connections and contactors
  - Check couplings for alignment and wear and realign or replace when necessary
  - Lubrication of all bearings
  - Check packing and adjust or replace if necessary
  - Clean strainers
  - Check impeller and wearing rings and replace if necessary
  - Check for bearing wear and replace if needed
  - Check and replace gaskets when needed
  - Tighten all nuts and bolts, check and tighten all electrical terminations; check contacts for wear, repair and/or replace defective electrical components, check motor current against nameplate and check motor mounts and vibrator pads
  - Any other maintenance or component replacement necessary to maintain the condenser water, chilled water, circulator pumps and glycol pumps in accordance with manufacturer's specifications is included.
12. The Contractor shall provide semi - annual inspections of all control systems including all components as described below. These inspections will take place in the spring and fall. The automatic temperature control system services shall consist, at a minimum, the following services:
- Calibrate all transmitter receiver gauges and controllers
  - Check all PE switches, solenoid air valves and limit controls
  - Check all control valves and pilot positioners
  - Check operation of all auxiliary devices
  - Review HVAC system sequence of operation
  - Check all dampers and lubricate
  - Check operational sequence of all VAV's, single duct terminal units, CAV's and related preheat, reheat and radiation valves and motors, if equipment is not working notify maintenance mechanics
  - Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
  - Check all room thermostats
  - Check time clock operation and settings
  - Check particle filters and oil filters (change as required)
  - Check pressure reducing valve settings
  - Check low-pressure safety valve
  - Check air dryer refrigerant pressure/temperatures
  - Check air dryer drain tap and by pass valves

- Drain air compressor tank and check traps
  - Check air compressor oil pressure
  - Check air compressor belt and sheaves (change as required); Change air compressor suction filter as required
  - Check air compressor unloaders and check valve
  - Check air compressor operating controls including PE switch, starter and alternator
  - Check air compressor high-pressure safety valve
  - Perform any software changes, upgrades and back-ups as required
  - Repair or replace all defective components
  - Any other maintenance, or component replacement or repair necessary to maintain the control systems in accordance with manufacturer's specifications is included.
13. The Contractor shall provide annual fall cleaning and inspections of all heating systems including boilers 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 gaskets 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
  - Any other maintenance or component replacement or repair necessary to maintain the boilers, burners, domestic hot water systems and associated controls in proper working order in accordance with manufacturer's specifications is included.
14. Air handler systems shall be inspected semi-annually in the spring and the fall. Maintenance shall be performed on the air handlers during these semi-annual inspections and shall include, at a minimum, the following services:
- Repair or replace defective bearings as required
  - Check fans and fan shafts for proper balance and repair or replace as necessary
  - Check all belts for proper tension, alignment and wear, replace belts as required
  - Check all air handling systems for proper flow, operation and control sequence (All related controls are included)
  - Clean all heating and cooling coils (2) two times a year **(this work to be completed after 4:00 PM)**
  - Clean and scrub all condensation pans and check to make sure that pans are pitched correctly for proper drainage **(this work is to be performed off hours, weekday nights, or weekends)**
  - Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order
  - Air filters will be provided by the State and shall be replaced by the Contractor semi-annually
  - Align all sheaves and repair or replace as required
  - Check and tighten all electrical terminations; check contacts for wear; and/or replace defective electrical components and check motor current against nameplate
  - Any other maintenance or component replacement or repair necessary to maintain the air handlers in accordance with manufacturer's specifications is included.
15. In addition to annual start up and shut down and any emergency required, the contractor shall provide monthly inspections during the months of April through September of each chilled water and air conditioning system. During these monthly visits, the Contractor shall completely inspect the equipment and perform any required maintenance pursuant to the manufacturers' recommendation.

16. Prior to April 1 of each year, the Contractor shall retain the services of a competent independent electrical testing company to provide electrical testing of all disconnect switches, motor starters, wiring and all other electrical devices associated with the water chiller and all air conditioning systems. At a minimum, the following services must be done:

- Megger all motors
- Check over current settings
- Check insulation resistance
- Check contact resistance
- Check all connections for tightness and
- Clean, service, and repair and/or replace all defective components

A complete report of the results from the electrical testing company shall be submitted directly to the Administrator, Bureau of Court Facilities or his/her designated representative within thirty (30) days of completing the work.

17. 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. Apprentices may be used only for work of a routine nature and then only when accompanied by and under the direction of a qualified journeyman. Further, the Contractor shall maintain all necessary certifications and/or licensing as required by state and/or federal law (e.g. NH Gas Fitter's License for all persons engaged in the installation, servicing and/or repair of gas fired appliances; EPA Certification for CFC (chlorofluorocarbons) Recovery).

18. 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 (five hours for Coos County Superior Court, Carroll County Superior Court and Northern Carroll County District Court) 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, except for Coos County Superior Court, Carroll County Superior Court and Northern Carroll County District Court where the State may deduct the additional time over five hours from any overtime payment.

19. 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 the Administrator, Bureau of Court Facilities or his/her designated representative.

20. 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 the signature thereon from the Administrator, Bureau of Court Facilities or his/her designated representative.

21. The Contractor shall present two copies of a Final Report of work completed the previous calendar year. The report may be in a narrative format for each month of the contract year. The report shall be submitted to the Administrator, Bureau of Court Facilities, on or before January 15.

22. The Contractor shall furnish and maintain a performance bond or other security acceptable to the Administrator, Bureau of Court Facilities for 100% of this Section (Section I: Department of Administrative Services, Bureau of Court Facilities). The bond shall cover the contract period and must be executed by a company authorized to do business in the State of New Hampshire.

23. The Administrator, Bureau of Court Facilities, or his/her designated representative 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.

24. 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.

**SECTION II: DEPARTMENT OF ADMINISTRATIVE SERVICES: GENERAL SERVICES**

1. The Contractor shall provide the Bureau of General Services with a **"total maintenance program"** for refrigerated water chillers, air conditioning systems, plate heat exchangers, and associated devices (see attached equipment list, Appendix A, Section II, for the types of equipment to be covered) owned by the State of New Hampshire
2. The term "total maintenance program" 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 in Appendix A.
3. The term "total maintenance program" as used above shall mean servicing, repairing, lubricating and/or replacing chillers and air conditioning system components, and associated devices as necessary, as well as providing all necessary fluid and refrigerants. Mechanical system associated devices, shall include cooling towers, glycol coolers, air cooled condensers, condenser fans and motors, chilled water, condenser water and glycol pumps, automatic controls, dampers, valves, all electrical components including coils and contactors (from the load side of the respective disconnect switches), automatic and manual valves, gauges, strainers, chilled water loop (to the main supply and return shutoff valves only), condenser water, glycol and refrigerant loops, and all other devices associated with the chilled water and condenser water systems. Shells and tubes are excluded from this agreement.
4. The Contractor shall perform the procedures necessary to "startup" and "shutdown" the chillers in accordance with the manufacturers' recommendations. Start and shutdown times will be determined by the State, and will vary from location to location. Should startup be required before May 1<sup>st</sup> or shutdown after September 30<sup>th</sup>, the State will be responsible for cooling tower draining and refilling in the event of freezing temperatures.
5. The Contractor shall clean all condenser tubes once each year in order to remove all scale and sludge. The Contractor shall use either chemical or mechanical means to accomplish the above, but if chemical means are used the Administrator, Bureau of General Services must be notified so that he/she may inspect and approve the cleaning. The Contractor shall be responsible to clean evaporator tubes if required to maintain the chiller in proper operating condition.
6. The Contractor shall maintain all refrigerated chillers and air conditioning systems and as required to maintain them in proper operating condition by providing, at a minimum the following services:
  - Check unit thoroughly for refrigerant leaks and proper amount of refrigerant; add refrigerant as required (Contractor shall be responsible for the removal and disposal of used refrigerant)
  - Check and calibrate safety and operating controls
  - Check and tighten all electrical terminals and terminations, check contacts for wear and replace and/or repair all defective electrical components
  - Check oil level in compressors and add as required
  - Check glycol level and add as required
  - Check crankcase heaters
  - Check internal interlocks, flow switches and any associated pumps and fans
  - Check oil samples for acid and change oil when so indicated by analysis
  - Any other maintenance or component replacement or repair necessary to maintain the refrigerated chillers and air conditioning systems in accordance with manufacturer's specifications. **Any associated costs for crane or hoist usage shall be included.**

7. The Contractor shall clean and check all cooling towers a minimum of once a year and as required to maintain them in proper operating condition. At a minimum, the services shall consist of the following:
  - Draining, flushing and cleaning towers
  - Clean and painting rusted areas
  - Check and clean or replace nozzles
  - Check float valves and repair or replace if necessary
  - Inspect and lubricate all bearings
  - Check fans for balance and repair or replace if necessary
  - Clean fan blades
  - Check and tightening all electrical terminations. Check contacts for wear; repair and/or replace defective electrical components and check motor current against nameplate.
  - Any other maintenance or component replacement or repair necessary to maintain the cooling towers in accordance with manufacturer's specifications is included.
  
8. The Contractor shall maintain all condenser water, chilled water, circulator pumps and glycol pumps a minimum of once a year and as required to maintain them in proper operating condition by providing, at a minimum, the following services:
  - Clean and painting of pump housings when required
  - Inspect electrical connections and contactors
  - Check couplings for alignment and wear and realign or replace when necessary
  - Lubrication of all bearings
  - Check packing and adjust or replace if necessary
  - Clean strainers
  - Check impeller and wearing rings and replace if necessary
  - Check for bearing wear and replace if needed
  - Check and replace gaskets when needed
  - Tighten all nuts and bolts, check and tighten all electrical terminations, check contacts for wear, repair and/or replace defective electrical components, check motor current against nameplate and check motor mounts and vibrator pads.
  - Any other maintenance or component replacement necessary to maintain the condenser water, chilled water, circulator pumps and glycol pumps in accordance with manufacturer's specifications is included in this agreement.
  
9. The Contractor shall clean and check the Plate Heat Exchanger a minimum of once a year and as required to maintain it in proper working condition. The Contractor shall inspect the equipment completely and perform any required maintenance in accordance with the manufacturer's recommendations.
  
10. Air handler systems shall be inspected semi-annually in the spring and the fall. Maintenance shall be performed on the air handlers during these semi-annual inspections and shall include, at a minimum, the following services:
  - Repair or replace defective bearings as required
  - Check fans and fan shafts for proper balance and repair or replace as necessary
  - Check all belts for proper tension, alignment and wear, replace belts as required
  - Check all air handling systems for proper flow, operation and control sequence (All related controls are included)
  - Align all sheaves and repair or replace as required
  - Check and tighten all electrical terminations, check contacts for wear; Repair and/or replace defective electrical components and check motor current against nameplate
  - Any other maintenance or component replacement or repair necessary to maintain the air handlers in accordance with manufacturer's specifications is included in this agreement.
  
11. In addition to annual start up and shut down and any emergency requirement, the contractor shall provide a monthly inspection visit for each chilled water and air conditioning system. During these monthly visits, they shall completely inspect the equipment and perform any required maintenance pursuant to the manufacturers' recommendation.

12. In March of each year, the Contractor shall provide electrical testing of all disconnect switches, motor starters, wiring and all other electrical devices associated with the water chiller and all air conditioning systems. At a minimum the following must be done:
- Megger all motors
  - Check over current settings
  - Check insulation resistance
  - Check contact resistance
  - Check all connections for tightness, and
  - Clean service and repair and/or replace all defective components.
  - A complete report of the results from the electrical testing company shall be submitted directly to the Administrator, Bureau of General Services within thirty days of completing the work.
13. 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. Apprentices may be used only for work of a routine nature and then only when accompanied by and under the direction of a qualified journeyman. Further, the Contractor shall maintain all necessary certifications and/or licensing as required by state and/or federal law (e.g. NH Gas Fitter's License for all persons engaged in the installation, servicing and/or repair of gas fired appliances; EPA Certification for CFC (chlorofluorocarbons) Recovery).
14. 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.
15. 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 the Administrator, Bureau of General Services or his/her designated representative.
16. 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 the signature thereon from the Administrator, Bureau of General Services or his/her designated representative.
17. The Contractor shall present two copies of a Final Report of work completed the previous calendar year. The report may be in a narrative format for each month of the contract year. The report shall be submitted to the Administrator, Bureau of General Services, on or before January 15.
18. The Contractor shall furnish and maintain a performance bond or other security acceptable to the Administrator, Bureau of General Services for 100% of this Section (Section II: Department of Administrative Services, General Services). The bond shall cover the contract period and must be executed by a company authorized to do business in the State of New Hampshire.
19. The Administrator, Bureau of General Services, 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.
20. 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.

### SECTION III: ADJUTANT GENERALS DEPARTMENT

1. The Contractor shall provide the Adjutant General's Department with "preventative maintenance" and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices (see attached equipment list, Appendix B, Section III for the types of equipment to be covered) owned by the State of New Hampshire, Adjutant General's Department, as described throughout this contract.
2. The term "preventative 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 in Appendix B.
3. The Contractor shall provide an 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.

\*For the AASF Facility, the cooling and heating systems glycol shall be inspected annually in the fall (September – November) for PH and other properties needed to provide correct temperature, protection and distribution to 10 degrees below zero (report findings and provide recommendations to Plant Maintenance Engineer or his designated representative). All materials to be provided must meet original specifications. All waste materials are to be disposed of according to State and Federal laws.

4. 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
  - Lubricate 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
  - Check and tighten all mounting hardware
  - Check overall operation
  - Check hardware and gaskets.

\*NOTE: AASF Facility. The Contractor shall provide a semi-annual inspection in the spring (March – May) and fall (September – November) of the unit heaters (Make-up heaters Jackson/Church) as identified.

5. The Contractor shall provide an 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
  - Lubricate and adjust any dampers or linkages
  - Check amps/volts where applicable
  - Check fan assembly
  - Check and tighten all mounting hardware
  - Check overall operation
6. The Contractor shall provide an annual inspection in the spring (March – May) 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
  - Lubricate 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.

7. The Contractor shall inspect and complete preventative 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
- Lubricate 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
- 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

\*NOTE: Liebert Air Conditioning Systems. The Contractor shall provide a semi-annual inspection in the spring (March – May) and fall (September – November) of the Liebert Air Conditioning Systems identified for:

- USPFO Building A SMR (Concord),
  - Building H SMR (Concord) facilities
  - Manchester RC (Manchester)
8. The Contractor shall maintain all digital control systems and associated devices on a semi-annual basis; spring (March-May) and fall (Sept-Nov) as required to maintain them in proper 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 and system abnormalities or deficiencies
9. The Contractor shall provide a semi-annual inspection in the spring (March – May) and fall (September – November) of the pneumatic control systems including all components as described below. The automatic temperature control system services shall consist, at a minimum, the following services:
- Calibrate all transmitter receiver gauges and controllers
  - Check all PE switches, solenoid air valves and limit controls
  - Check all control valves and pilot positioners
  - Check operation of all auxiliary devices
  - Review HVAC system sequence of operation
  - Check all dampers and lubricate
  - Check operational sequence of all VAV's, CAV's and related preheat, reheat and radiation valves and motors, if equipment is not working notify maintenance mechanics
  - Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
  - Check all room thermostats
  - Check time clock operation and settings
  - Check particle filters and oil filters (change as required)
  - Check pressure reducing valve settings
  - Check low-pressure safety valve
  - Check air dryer refrigerant pressure/temperatures
  - Check air dryer drain tap and by pass valves
  - Drain air compressor tank and check traps
  - Check air compressor oil pressure
  - Check air compressor belt and sheaves (change as required); Change air compressor suction filter as required.
  - Check air compressor unloaders and check valve
  - Check air compressor operating controls including PE switch, starter and alternator
  - Check air compressor high-pressure safety valve
  - Repair or replace all defective components
10. 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 maintain them in proper 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.
11. The annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of Paul Annis, Plant Maintenance Engineer, Adjutant General's Department, or his designated representative.
  12. 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. Further, the Contractor shall maintain all necessary certifications and/or licensing as required by state and/or federal law (e.g. Gas Fitter's License for all persons engaged in the installation, servicing and/or repair of gas fired appliances; EPA Certification for CFC (chlorofluorocarbons) Recovery).
  13. 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.
  14. Request to repair and/or replace parts shall be approved by Paul Annis, Plant Maintenance Engineer, Adjutant General's Department, or his designated representative. Materials shall be invoiced not to exceed 10% above contractor'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, Plant Maintenance Engineer, Adjutant General's Department, or his designated representative.
  15. 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, Adjutant General's Department.
  16. The Contractor shall present two copies of a Final Report of work done the previous calendar year. The report may be in a narrative during each month of the contract year. The report shall be submitted to the Paul Annis, Plant Maintenance Engineer, Adjutant General's Department, on or before January 15 of the following year.
  17. Paul Annis, Plant Maintenance Engineer, Adjutant General's Department, or his designated representative shall:
    - a. Provide the Contractor with all pertinent information regarding the requirements 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.
  18. If applicable, as determined by the Adjutant General's Department, the Contractor (to include each employee and any approved sub-contractor(s) working in a state office or externally with the State's records) shall 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 on behalf of all personnel/employees and sub-contractor(s) to the Requesting Agency.

#### **SECTION IV: ADJUTANT GENERALS DEPARTMENT, NORTH LOCATIONS**

1. The Contractor shall provide the Adjutant General's Department with "preventative maintenance" and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices (see attached equipment list, Appendix B, Section IV for the types of equipment to be covered) owned by the State of New Hampshire, Adjutant General's Department, as described throughout this contract.
2. The term "preventative 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 B, Section IV.
3. The Contractor shall provide an annual fall cleaning and inspections of all heating systems including boilers 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
  - Any other maintenance or component replacement or repair necessary to maintain the boilers, burners, domestic hot water systems and associated controls in proper working order in accordance with manufacturer's specifications is included in this agreement.
4. The Contractor shall provide an annual maintenance inspection of the unit heaters as described herein. The maintenance inspection shall include the following services:
  - Brush or vacuum grilles, coils, fan, 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
  - Lubricate 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
  - Check and tighten all mounting hardware
  - Check overall operation
  - Check hardware and gaskets.
5. Air handler systems shall be inspected annually in the spring (March-May). 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
  - Lubricate 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 and clean outside air intakes
  - Check for any unusual noises or vibrations
  - Check structural integrity of the unit
  - Any other maintenance or component replacement or repair necessary to maintain the air handlers in accordance with manufacturer's specifications is included in this agreement.
6. The Contractor shall provide an 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
  - Lubricate and adjust any dampers or linkages
  - Check amps/volts where applicable
  - Check fan assembly
  - Check and tighten all mounting hardware
  - Check overall operation.
7. In addition to the services described herein, the Contractor shall inspect and complete preventative maintenance on all air conditioning systems 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
  - Lubricate 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 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
  - 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 and clean outside air intakes
  - Check for any unusual noises or vibrations
  - Check structural integrity of the unit
  - Check glycol level if applicable.
8. In addition to the services described herein, the Contractor shall maintain all digital control systems and associated devices on a semi-annual basis; spring (March-May) and fall (Sept-Nov) as required to maintain them in proper 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 and system abnormalities or deficiencies.
9. In addition to the services described herein, the Contractor shall inspect all condenser water, and chilled water pumps as well as any glycol pumps in the spring (March- May). In addition the Contractor shall inspect all forced hot water pumps and circulator in the fall (September - November) as required to maintain them in proper 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 annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of Paul Annis, Plant Maintenance Engineer, Adjutant General's Department, or his designated representative.
  11. 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. Further, the Contractor shall maintain all necessary certifications and/or licensing as required by state and or federal law (e.g. NH Gas Fitter's License for all persons engaged in the installation, servicing and/or repair of gas fired appliances; EPA Certification for CFC (chlorofluorocarbons) Recovery).
  12. 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.
  13. Request to repair and/or replace parts shall be approved by Paul Annis, Plant Maintenance Engineer, Adjutant General's Department, or his designated representative. Materials shall be invoiced not to exceed 10% above contractor'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, Plant Maintenance Engineer, Adjutant General's Department, or his designated representative.
  14. 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, Adjutant General's Department, or his designated representative.
  15. The Contractor shall present two copies of a Final Report of work done the previous calendar year. The report may be in a narrative during each month of the contract year. The report shall be submitted to the Administrator, Adjutant General's Department, on or before January 15 of the following year.
  16. Paul Annis, Plant Maintenance Engineer, Adjutant General's Department, or his designated representative 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.
  17. 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.

**SECTION V: ADJUTANT GENERALS DEPARTMENT, JFHQ #1 (DECEMBER 1, 2016 to DECEMBER 31, 2018)**

1. The Contractor shall provide The Adjutant General's Department with "preventative maintenance" and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices (see attached equipment list, Appendix B, Section V for the types of equipment to be covered) owned by the State of New Hampshire, Adjutant General's Department, as described throughout this contract.
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 B.  
\*NOTE: Services for JFHQ #1 shall not commence under this contract until December 1, 2016
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.
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,
  - Check fans and fan shafts for proper balance,
  - Check all belts for proper tension, alignment and wear,
  - Check 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,
  - Lubricate 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,
  - 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,
  - 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 backup 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 maintain 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 replace all 11" cartridge filters (on AHU 1 thru 5) on a semi-annual basis. The Contractor shall supply such filters.
11. 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:
- Drain, flush and clean towers,
  - Clean and paint rusted areas,
  - Check and clean or replace nozzles,
  - Check float valves and repair or replace if necessary,
  - Inspect and lubricate all bearings,
  - Check fans for balance and repair or replace if necessary,
  - Clean fan blades,
  - Check and tighten all electrical terminations, checking contacts for wear and checking motor current against nameplate.
12. 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:
- Clean condenser completely including coil surfaces,
  - Clean and paint rusted areas,
  - Inspect and lubricate bearings,
  - Check for refrigerant leaks and repair (Contractor shall be responsible for the removal and disposal of used refrigerant),
  - Check fans for balancing and repair or replace if necessary,
  - Clean fan blades,
  - Check and tighten all electrical terminations, checking contacts for wear and checking motor current against nameplate.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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 10% above contractor'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.
18. 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.
19. 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, on or before January 15 of the following year.
20. 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.
21. 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.
22. 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 on behalf of all personnel/employees and subcontractor to the Requesting Agency.

**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.

**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 #1806-16, as described herein, and under the terms of this Contract.

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.

**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.

**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.

**EXHIBIT B  
PAYMENT TERMS**

**CONTRACT PRICE**

The Contractor hereby agrees to provide HVAC (Heating, Ventilation and Air Conditioning) Preventative Maintenance and Repair services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$1,850,332.75, which includes a contract price of \$1,608,985.00 and a contingency of \$241,347.75. This figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of January 1, 2016 through the expiration date set as December 31, 2018.

**PRICING STRUCTURE:**

**SECTION I: DEPARTMENT OF ADMINISTRATIVE SERVICES: BUREAU OF COURT FACILITIES**

<b>FACILITY NAME</b>	<b>ADDRESS</b>	<b>TOWN</b>	<b>MONTHLY PRICE 1/1/2016 - 12/31/2018</b>
Carroll County Court	96 Water Village Road	Ossipee	\$1,589.00
Concord Circuit Court	32 Clinton Street	Concord	\$1,827.00
Coos County Superior Court	55 School Street	Lancaster	\$1,946.00
Derry Circuit Court	10 Courthouse Lane	Derry	\$554.00
Dover Circuit Court	25 St. Thomas Street	Dover	\$847.00
Franklin Circuit Court	7 Hancock Terrace	Franklin	\$686.00
Hillsborough County Court South	30 Spring Street	Nashua	\$2,081.00
Jaffrey-Peterborough Circuit Court	84 Peterborough St/Rt. 202	Jaffrey	\$1,029.00
Laconia Circuit Court	26 Academy Street	Laconia	\$875.00
Lebanon Circuit Court	38 Centerra Parkway	Lebanon	\$828.00
Manchester Circuit Court	35 Amherst Street	Manchester	\$2,958.00
Merrimack Circuit Court	4 Baboosic Lake Road	Merrimack	\$687.00
Northern Carroll County Circuit Court	35 East Conway Road, Rt. 302	North Conway	\$568.00
Plymouth Circuit Court	26 Green Street	Plymouth	\$865.00
Portsmouth Circuit Court	111 Parrott Avenue	Portsmouth	\$1,281.00
Rochester Circuit Court	76 North Main Street	Rochester	\$1,347.00
Rockingham County Court	#10 Route 125	Brentwood	\$3,116.00
<b>TOTAL, SECTION I</b>			\$23,084.00
<b>ANNUAL</b>			\$277,008.00
<b>CONTRACT PRICE</b>			<b>\$831,024.00</b>

**SECTION II: DEPARTMENT OF ADMINISTRATIVE SERVICES: GENERAL SERVICES**

<b>FACILITY NAME</b>	<b>ADDRESS</b>	<b>TOWN</b>	<b>MONTHLY PRICE 1/1/2016 - 12/31/2018</b>
Admin Office of the Courts	1 Noble Drive	Concord	\$370.00
Supreme Court Building	1 Noble Drive	Concord	\$834.00
Department of Motor Vehicles	27 Hazen Drive	Concord	\$855.00
James H. Hayes Safety	33 Hazen Drive	Concord	\$1,637.00
DOT Materials & Research	5 Hazen Drive	Concord	\$1,100.00
Health & Human Services	29 Hazen Drive	Concord	\$3,858.00
Administrative Services Data Center	29 Hazen Drive	Concord	\$809.00
John O. Morton Building	7 Hazen Drive	Concord	\$1,314.00
Legislative Office Building	33 North State Street	Concord	\$944.00
M&S Building / Dept of Revenue	109 Pleasant Street	Concord	\$518.00
Records & Archives	71 South Fruit Street	Concord	\$220.00
Emergency Operations Center	224 Sheep Davis Road	Concord	\$518.00
McAuliffe-Shepard Discovery Center	2 Institute Drive	Concord	\$1,358.00
<b>TOTAL, SECTION II</b>			\$14,335.00
<b>ANNUAL</b>			\$172,020.00
<b>CONTRACT PRICE</b>			<b>\$516,060.00</b>

**SECTION III: ADJUTANT GENERALS DEPARTMENT**

FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/16-12/31/16)	SEMI-ANNUAL PRICE (1/1/17-12/31/17)	SEMI-ANNUAL PRICE (1/1/18-12/31/18)
AASF	26 Regional Drive	Concord	\$6,380.00	\$6,380.00	\$6,380.00
USPFO Building A	4 Pembroke Road	Concord	\$4,816.00	\$4,816.00	\$4,816.00
USPFO Building B/C	4 Pembroke Road	Concord	\$1,211.50	\$1,211.50	\$1,211.50
Building F SMR	4 Pembroke Road	Concord	\$811.00	\$811.00	\$811.00
Building G SMR	4 Pembroke Road	Concord	\$415.00	\$415.00	\$415.00
Building H SMR	4 Pembroke Road	Concord	\$1,700.00	\$1,700.00	\$1,700.00
Building L SMR	4 Pembroke Road	Concord	\$618.00	\$618.00	\$618.00
Building M SMR	4 Pembroke Road	Concord	\$1,236.00	\$1,236.00	\$1,236.00
Hillsboro FMS	140 West Main Street	Hillsborough	\$2,075.00	\$2,075.00	\$2,075.00
Keene RC	110 Hasting Road	Keene	\$1,450.00	\$1,450.00	\$1,450.00
Manchester	1059 Canal St	Manchester	\$1,450.00	\$1,450.00	\$1,450.00
Milford RC	154 Osgood Rd.	Milford	\$825.00	\$825.00	\$825.00
Nashua	154 Daniel Webster Hwy	Nashua	\$1,225.00	\$1,225.00	\$1,225.00
Portsmouth	801 McGee Rd	Portsmouth	\$720.00	\$720.00	\$720.00
Rochester	106 Brock Street	Rochester	\$625.00	\$625.00	\$625.00
Somersworth	15 Blackwater Road	Somersworth	\$1,550.00	\$1,550.00	\$1,550.00
Pembroke RTI (eff. 1/1/17)	722 Riverwood Drive	Pembroke		\$6,500.00	\$6,500.00
<b>TOTAL, SECTION III</b>			\$27,107.50	\$33,607.50	\$33,607.50
<b>ANNUAL PRICING</b>			\$54,215.00	\$67,215.00	\$67,215.00
<b>CONTRACT TOTAL</b>					<b>\$188,645.00</b>

Contractor Initials *JK*  
 Date *12/24/15*

**SECTION IV: ADJUTANT GENERALS DEPARTMENT, NORTH LOCATIONS**

FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/16-12/31/16)	SEMI-ANNUAL PRICE (1/1/17-12/31/17)	SEMI-ANNUAL PRICE (1/1/18-12/31/18)
Berlin RC	2169 Riverside Drive	Berlin	\$572.00	\$572.00	\$572.00
Franklin RC	300 South Main St	Franklin	\$572.00	\$572.00	\$572.00
Lancaster RC	Groveton Road	Lancaster	\$572.00	\$572.00	\$572.00
Lebanon RC	174 Heater Road	Lebanon	\$572.00	\$572.00	\$572.00
Plymouth RC	19 Armory Road	Plymouth	\$825.00	\$825.00	\$825.00
Littleton RC	350 Meadow Street	Littleton	\$880.00	\$880.00	\$880.00
Littleton FMS	350 Meadow Street	Littleton	\$825.00	\$825.00	\$825.00
Littleton Addition (effective 1/1/17)	350 Meadow Street	Littleton		\$425.00	\$425.00
<b>TOTAL, SECTION IV</b>			\$4,818.00	\$5,243.00	\$5,243.00
<b>ANNUAL</b>			\$9,636.00	\$10,486.00	\$10,486.00
<b>CONTRACT TOTAL</b>					<b>\$30,608.00</b>

**SECTION V: ADJUTANT GENERALS DEPARTMENT, JFHQ #1**

Effective 12/1/2016

FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/17-12/31/17)	SEMI-ANNUAL PRICE (1/1/18-12/31/18)
JFHQ Building #1 (effective 12/1/16)	1 Minute Man Way	Concord	\$10,662.00	\$10,662.00
<b>ANNUAL</b>			<b>\$21,324.00</b>	<b>\$21,324.00</b>
<b>CONTRACT TOTAL</b>				<b>\$42,648.00</b>

**PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS, REPAIRS AND EMERGENCY CALLS (APPLIES TO ALL SECTIONS)**

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract.

Monday thru Friday 8:00 AM to 4:30 PM Journeyman Mechanic	\$ <u>84.00</u> per hour/per person
Monday thru Friday 4:31 PM to 7:59 AM Journeyman Mechanic	\$ <u>126.00</u> per hour/per person
Saturday Work: Journeyman Mechanic	\$ <u>126.00</u> per hour/per person
Sunday Work: Journeyman Mechanic	\$ <u>126.00</u> per hour/per person

**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 by Procurement Card upon 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.

**PAYMENT**

Payments shall be made via Procurement Card.



**EXHIBIT D**

RFB #1806-16 is incorporated herein by reference.

Contractor Initials DL  
Date 12/29/15

CERTIFICATE OF VOTE

I, Gretchen Andrusick Hereby certify that I am duly elected  
Assistant Secretary of Control Technologies, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting  
of the Board of Directors of the Corporation, duly called and held  
on December 28, 2015, at which a quorum of the Board was present  
and voting.

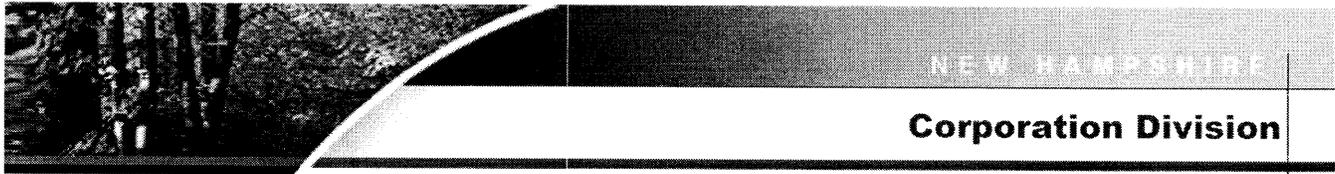
VOTED: That F. Bruce Merges is duly authorized  
to enter into a specific contract namely HVAC Preventative Maintenance and Repair Services  
Contract# 8001958  
With State of New Hampshire, Department of Administrative Services, and further authorized to  
execute any documents which may in his judgment be desirable or necessary to effect  
the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains  
in full force and effect as of December 28, 2015, and that  
F. Bruce Merges is duly elected Vice President of this  
Corporation.

DATED: December 28, 2015

ATTEST:  (Affix Corp. Seal)  
Gretchen Andrusick, Assistant Secretary





- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

**Date:** 12/23/2015 **Filed Documents**  
 (Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
CONTROL TECHNOLOGIES A REPRESENTATIVE OF SIEBE	Legal
CONTROL TECHNOLOGIES, INCORPORATED	Home State
CT ENERGY MANAGEMENT SYSTEMS	Prev Legal
CONTROL TECHNOLOGIES, INCORPORATED	Prev Home State

**Corporation - Foreign - Information**

**Business ID:** 138081  
**Status:** Good Standing  
**Entity Creation Date:** 12/20/1988  
**State of Business.:** VT  
**Principal Office Address:** 111 ZACHARY ROAD  
 MANCHESTER NH 03109  
**Principal Mailing Address:** 111 ZACHARY ROAD  
 MANCHESTER NH 03109  
**Last Annual Report Filed Date:** 3/23/2015  
**Last Annual Report Filed:** 2015

**Registered Agent**

**Agent Name:** Merges, F Bruce  
**Office Address:** 111 Zachary Road  
 Manchester NH 03109

**Mailing Address:**

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

**BOND NO. 1001058658**  
10-16-2000, Rev. 7-19-2012

CONTRACT BOND  
KNOW ALL MEN BY THESE PRESENTS

That we, Control Technologies, Inc., 111 Zachary Road, Manchester, NH 03109 Contractor as Principal  
and United States Surety Company as Surety whose mailing is:  
AGENCY: P.O. Box 511, Concord, NH 03302-0511 are held and firmly bound unto the State of New Hampshire in the sum of One Million Eight Hundred Fifty Thousand  
Three Hundred Thirty Two and 75/100ths Dollars (\$1,850,332.75),  
to be paid to the said State of New Hampshire or its certain attorney, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors  
and administrators, successors and assigns, jointly and severally, firmly by these presents.

The Conditions of this obligation are that whereas the said Principal has entered into a contract with the State of New Hampshire through its Commissioner of Department of  
Administrative Services for HVAC Preventative Maintenance and Repair Services, Contract# 8001958  
in the City/Town of Statewide

The Bonds shall guarantee the execution, faithful performance, and completion of the work to be done under the Contract, and payment in full of all bills and accounts for materials  
and labor used in the work.

Now the conditions of this obligation is such that if the said Principal and his subcontractors shall well and truly keep and perform all the agreements, terms and conditions in said  
contract set forth and specified to be by said Principal kept and performed and shall also pay all lawful taxes and shall also pay all labor performed or furnished, for all equipment  
hired, including trucks, for all materials used and for fuels, lubricants, power tools, hardware and supplies purchased by said principal and used in carrying out said contract and for  
labor and parts furnished upon the order of said Principal for the repair of equipment used in carrying out said contract, this agreement to make such payment being in compliance with  
the requirements of Revised Statutes Annotated 447:16 to furnish security there under and being in fact such security, and if said Principal shall well and truly indemnify and save  
harmless said The State of New Hampshire against all claims and suits for damage to person or property arising from carelessness or want of due care, or any act or omission on the  
part of said Principal during the performance of said contract; then this obligation shall be void and of no effect; otherwise it shall remain in full force and virtue.

The Principal and Surety further understand and agree (1) that no modification or alteration of said contract shall in any way affect the obligation of the Surety hereunder; (2) that in  
case of liabilities not covered by said Revised Statutes Annotated 447:16 but covered by this bond, then the provisions of this bond shall control; and (3) that pursuant to the contract  
and law, the Commissioner may withhold moneys under the contract sufficient to cover claims for payment for equipment, material and labor, and the Commissioner may elect to pay  
such claims from such moneys.”

This bond shall become effective at the same time as the contract annexed hereto for the improvement hereinbefore mentioned.

Signed and sealed this 28<sup>th</sup> day of December 20 15

Witness James L Hall

Attest Christine M. Hosmer  
Christine M. Hosmer

Control Technologies, Inc. (SEAL)

By: [Signature]  
Contractor  
F. Bruce Merges, Vice President

United States Surety Company (SEAL)

By: [Signature]  
Surety  
Ryan M. Stevens - Attorney-in-Fact

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Daniel E. Church, William VerPlanck, John P. Timmeny, John T. Whitting, Paula J. Cantara, Christine M. Hosmer, Michael P. O'Brien, John M. Harbottle, Gary P. LaPierre, Ryan M. Stevens, Matthew R. Blaisdell**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$\*\*\*unlimited\*\*\*). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

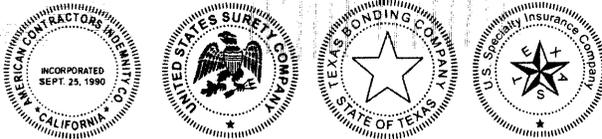
*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY  
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]  
**Daniel P. Aguilar, Vice President**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28th day of December 2015

Corporate Seals

Bond No. 1001058658  
Agency No. 12156



[Signature]  
**Michael Chalekson, Assistant Secretary**

The successful Bidder, at the time of the execution of the contract, must deposit with the Commissioner security in the sum equal to 100 percent of the amount of the contract award. The form of bond shall be that provided by the Department and the surety shall be acceptable to the Commissioner.

IN WITNESS WHEREOF, the parties of this contract have hereunto set their hands and seals as of the day and year first above written.

Control Technologies, Inc. (SEAL)  
Contractor  
By: [Signature]  
Title: F. Bruce Merges, Vice President  
Address: 111 Zachary Road  
Manchester, NH 03109

THE STATE OF NEW HAMPSHIRE  
By the Commissioner  
Department of Administrative Services  
duly authorized  
[Signature] Asst. Comm.  
Commissioner, Department of Administrative Services

(The following must be executed if contractor is a corporation)

State of New Hampshire

County of Hillsborough

On this the 28<sup>th</sup> day of December, 2015, before me

Jamie L. Hill the undersigned Officer, personally  
(Name of Notary Public or Justice of the Peace)

appeared F. Bruce Merges who acknowledged to  
(Name)  
be the Vice President of Control Technologies, Inc.

corporation, and as such Vice President being authorized so to by resolution adopted  
(Title)  
December 28, 2015 a copy of which is annexed hereto, executed the foregoing instrument

for the purpose therein contained, by signing the name of the corporation by himself/herself  
as Vice President  
(Title)

In witness whereof I hereunto set my hand and official seal,

Jamie L. Hill  
Notary Public/Justice of the Peace

