



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
OFFICE OF THE COMMISSIONER
25 Capitol Street – Room 120
Concord, New Hampshire 03301

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SA

LINDA M. HODGDON
Commissioner
(603) 271-3201

JOSEPH B. BOUCHARD
Assistant Commissioner
(603) 271-3204

December 28, 2012

Her Excellency, Governor Margaret Wood Hasson
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities, to enter into a service contract with Control Technologies, Inc. DBA Control Technologies as Representative of Siebe (Vendor Code No. 160482) 70 Zachary Road, Manchester, N.H. This nine (9) month agreement shall not exceed \$20,314.80 and will provide a maintenance and repair services program for the Heating, Ventilation and Air Conditioning (HVAC) systems at the Hillsborough County Superior Courthouse North facility at 300 Chestnut Street, Manchester, N.H. This agreement will commence in January 2013 upon Governor & Executive Council approval and will expire September 30, 2013. **100% Transfer Funds – transfer from AOC.**

Funding is available from account # 01-14-14-141510-20450000, Department of Administrative Services, Bureau of Court Facilities, contingent upon availability and continued appropriations, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2013</u>	<u>FY 2014</u>
048-500226 Contract Repairs: Bldg. Grounds	\$13,543.20	\$6,771.60

EXPLANATION

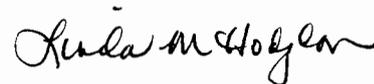
This short-term contract is needed to provide a maintenance and repair services program for the HVAC systems at Hillsborough County Superior Courthouse North which underwent a capital renovation project completed in the fall of 2011. This facility will be eligible to participate in a multi-agency HVAC contract upon expiration of the attached agreement, but requires gap coverage in the interim. The Bureau of Court Facilities issued a Request for Bid ("RFB") for HVAC maintenance and repair services for

this facility on December 7, 2012. Six (6) vendors received direct notification of this solicitation and public notice was provided through the Union Leader and the Bureau of Purchase and Property website. On December 19, 2012, two (2) bids were received. Of the 2 bids received, Control Technologies, Inc was selected because they were the lowest bidder.

Attached is a list of the bids received and a copy of the public notice that was published in the Union Leader.

The Office of the Attorney General has reviewed and approved this contract.

Respectfully submitted,



Linda M. Hodgdon
Commissioner

State of New Hampshire

RFB Results:
HVAC Contract Hillsborough County Superior Court North
Bureau of Court Facilities
RFB 2013-155

Contractor	Total Contract
Control Technologies, Inc. *	\$ 18,468.00
Denron Plumbing and HVAC, LLC	\$ 57,287.00

THE STATE OF NEW HAMPSHIRE, THROUGH THE DEPARTMENT

The State of New Hampshire, through the Department of Administrative Services, Bureau of Court Facilities is seeking bids from qualified bidders for HVAC Maintenance & Repair Services. Specifications may be obtained at <http://www.admin.state.nh.us/purchasing>, RFB 155-13. Bids must be submitted to the Bureau of Purchase and Property no later than 2:00 PM on December 19, 2012. Sarah Lineberry Administrative Services, Bureau of Court Facilities

Appeared in: ***The Union Leader*** on Friday, 12/07/2012

[Back](#)

Subject: Preventive Maintenance, Repair and Emergency Services for HVAC Equipment

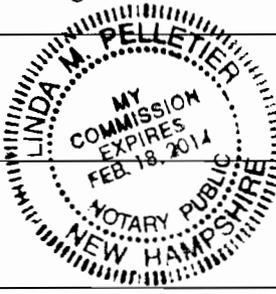
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Administrative Services, Bureau of Courts		1.2 State Agency Address State House Annex, Room 420 25 Capitol Street Concord, N.H. 03301	
1.3 Vendor Name <i>DBA Control Technologies a Representative of S. e. b. c. or 1/23/13</i> Control Technologies, Inc.		1.4 Vendor Address 70 Zachary Road Manchester, N.H. 03109	
1.5 Vendor Phone Number 603 626-6070	1.6 Account Number See Appendix B	1.7 Completion Date <i>1/15/13</i> September 30, 2013 <i>October 31, 2013</i>	1.8 Price Limitation Total Price \$ 20,314.80 Contract Price \$ 18,468.00 Contingency Amount \$1,846.80
1.9 Contract(s)ing Officer for State Agency Sarah Lineberry, Program Specialist		1.10 State Agency Telephone Number (603) 271-3936	
1.11 Vendor Signature <i>Daryl Caron</i>		1.12 Name and Title of Vendor Signatory Daryl Caron Service Sales Representative	
1.13 Acknowledgement: State of _____, County of _____ On <i>Dec 24, 2012</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Linda M Pelletier</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Linda Pelletier Off Mgr</i>			
1.14 State Agency Signature <i>Linda M Holyday</i>		1.15 Name and Title of State Agency Signatory <i>Linda M Holyday</i> Commissioner, Administrative Services	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

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

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

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

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

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

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

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

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

6.3 If this Agreement is funded in any part by monies of the United States, the Vendor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Vendor further agrees to permit the State or United States access to any of the Vendor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor's Initials 
Date 12/24/12

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACT(S)S. The Vendor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontract(s)ed by the Vendor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor’s Initials *DC*

Date 12/24/12

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor's Initials DC
Date 12/24/12

EXHIBIT A
SCOPE OF SERVICES
BUREAU OF COURT FACILITIES

A. PURPOSE/SCOPE OF SERVICES:

1. The Contractor shall provide the Bureau of Court Facilities with a “total maintenance program” and “automatic temperature control system services” for the air conditioning system, boilers, burners, domestic hot water heating system, air handlers, pumps, controls and associated devices (see attached equipment list, Appendix A, for the types of equipment to be covered) owned by the State of New Hampshire at the following locations:

Hillsborough County Superior Court (North) 300 Chestnut Street, Manchester, N.H

1/22/13 *1/15/13*
February 2013,

2. The contract period for shall be for nine (9) months commencing ~~January 2013~~, upon approval of the Governor and Executive Council and expiring thereafter on ~~September 30, 2013~~.

1/22/13 *1/15/13*
October 31, 2013.

3. The term “total maintenance program” and “automatic temperature control system services” 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 and manufacturers are listed and attached as part of this contract in Appendix A.

4. The term “total maintenance program” as used above shall mean servicing, repairing, lubricating and/or replacing, air handling system, variable speed drives, heating and air conditioning system components, all controls, valves, dampers, motors and associated devices as necessary, as well as providing all necessary fluid. This includes all controls for the boilers, all oil and gas fired burners and all supporting equipment. Mechanical system associated devices, shall include, humidifiers, supply and return fans and motors, radiation convectors, unit heaters, and cabinet heaters, heating, 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 and strainers. Shells, tubes, hot water tanks and actual boiler vessels are excluded from this agreement.

5. The term “automatic temperature control system services” as used above shall include servicing, repairing, replacing, lubricating and calibrating all, electric and electronic systems and associated devices as required. Direct digital control systems shall include all hardware (terminals, printers, video stations and all other components, software and peripheral equipment (valves and motors).

6. In addition to the services described herein, the Contractor shall maintain all air conditioning systems and make monthly visits from April 2013 through September 2013 and as required to maintain them in proper operating condition.

7. In addition to the services described herein, the Contractor shall maintain all digital control systems and associated devices in April of 2013 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,

Contractor's Initials *DL*
Date 12/24/12

- Repair and or replace any defective valves, damper
- 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 in this agreement.

8. In addition to the services described herein, the Contractor shall clean and check all air-cooled condensers a minimum of once per term in April of 2013 and as required to maintain them in proper working condition. At a minimum, this service shall consist of the following:

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

9. In addition to emergency repair calls, the Contractor shall make an annual inspection in April of 2013 of all control systems including all components as described below. The inspection will take place in the spring. The automatic temperature control system services shall consist, at a minimum, the following services:

- 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 and unit heaters.
- Check all room thermostats,
- Check time clock operation and settings,

Contractor's Initials DC
Date 12/24/12

- 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 with this agreement.

10. In addition to emergency repair calls, the Contractor shall perform annual cleaning and inspections in August/September of 2013 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.

11. Air handler systems and exhaust fans will be inspected annually in April of 2013. Maintenance will be performed on the air handlers during the annual inspection and shall include, at a minimum, the following services:

- Repair or replace defective bearings as required,
- Checking fans and fan shafts for proper balance and repair or replace as necessary,
- Checking all belts for proper tension, alignment and wear, replace belts as required,
- Checking all air handling systems for proper flow, operation and control sequence. All related controls are included,
- 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,

Contractor's Initials W
Date 12/24/12

- Align all sheaves and repairing or replacing as required,
- Checking and tightening all electrical terminations, checking contacts for wear; Repairing and or replacing defective electrical components and checking motor current against nameplate,

12. The Contractor shall, in performing the services as described herein utilize mechanics skilled in the service of 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.

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 the Administrator, Bureau of Court Facilities or his/her designated representative. Materials shall be invoiced not to exceed 10% above vendor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Administrator, Bureau of Court Facilities or his/her 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 the signature thereon from the Administrator, Bureau of Court Facilities or his/her designated representative.

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 Administrator, Bureau of Court Facilities, on or before November 30, 2013 for the period covering ~~January 1, 2013 - September 30, 2013.~~

17. The Administrator, Bureau of Court Facilities shall: ^{DL} 1/15/13 ^{February 1, 2013 - October 31, 2013.}
 DL 1/22/13

- 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.
- 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. Further, the Contractor shall, in performing the services as described herein, have obtained 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).

Contractor's Initials DL
 Date 12/24/12

EXHIBIT B:
CONTRACT PRICE AND PAYMENT TERMS

The contract price and payment terms are defined herein by **Exhibit A: Bureau of Court Facilities** (a total maintenance program) Hillsborough County Superior Court North

- CONTRACT PRICE.** The contractor shall receive payment in the amount of \$18,468.00 for the period of nine (9) months commencing on the approval of Governor and Executive Council in ~~January~~ ^{February} of 2013 and expiring ~~September 30, 2013~~ (herein after referred to as the contract price) in return for the services described in Exhibit A. ~~October 31, 2013~~ ^{DC 1/15/13}
- The Contractor hereby agrees to provide a Total Maintenance Program in compliance with all the requirements specified in Exhibit A, at the prices indicated below for the term of the contract.

FACILITY	Contract Period of Nine Months ^{February 2013 - October 31, 2013} (January 2013 - September 30, 2013) ^{DC 1/15/13}			Extended Price ^{DC 1/23/13}
	Monthly Price			
Hillsborough County Superior Court North	<u>\$ 2,052.00</u>	x 9		<u>\$ 18,468.00</u>
GRAND TOTAL (9 month) (Basis of Award)				<u>\$18,468.00</u>

- INVOICING:** The Contractor shall be responsible for submitting invoices on a monthly basis by facility on the last day of each month in which the services have been performed. Payment shall be due within thirty (30) days after receipt of properly documented invoices and acceptance of the work to the State's satisfaction.

Invoice Address:

State of New Hampshire
Department of Administrative Services
Bureau of Court Facilities-420
25 Capitol Street
Concord, N.H. 03301

- REPAIR RATES, EMERGENCY SERVICE AS REQUIRED, PER HOUR:** In addition to the contract price, the Contractor shall be paid for emergency calls made between the hours of 4:31 P.M. and 8:00 A.M. Monday through Friday, all day Saturday and all day Sunday, at such rates that are detailed within the Repair Rates section. The Contractor shall be paid for the premium cost for overtime only, i.e., the difference between the contractor's normal overtime and straight time rates. In no event shall the cost exceed Section 1.8 Price Limitation.

Monday thru Friday 8:00 A.M. to 4:30 P.M.	
Journeyman Mechanic	\$ 81.00 per hour/per person
Monday thru Friday 4:31 P.M. to 7:59 A.M.	
Journeyman Mechanic	\$121.50 per hour/per person
Saturday Work:	
Journeyman Mechanic	\$121.50 per hour/per person


 Contractor's Initials DC
 Date 12/24/12

Sunday Work:

Journeyman Mechanic

\$121.50 per hour/per person

5. The State shall not reimburse the Contractor for travel time or mileage.

Contractor's Initials DC
Date 12/24/12

EXHIBIT C
SPECIAL PROVISIONS:

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

Contractor's Initials DC
Date 12/27/12

APPENDIX A

Manufacturer	Description	Quantity
PEP	Centrifugal Separator Model ICS	8
AERCO	Benchmark 1.5LN Series Gas Fired Low Nox Boiler	2
Mitsubishi	Ductless Air Conditioners	4
York	Air Modulator - Model AYK550	4
Johnson Controls	Fan Powered VAV Terminals - Model TCS, TCL, TVS & TVL	137
Mester	Cabinet Unit Heaters	8
Mester	Horizontal Hot Water Unit Heaters	6
Greenheck	Centrifugal Inline Fans - Model SQ	4
Greenheck	Centrifugal Sidewalk Exhaust Fan	4
Greenheck	Downblast Centrifugal Roof Exhaust Fans	4
Bradford White	High Efficiency Gas Water Heater - EF Series	1
York	Air Handlers	2
Johnson Controls	BMS System-Facility Explorer F 60	6
Eaton	Variable Speed Drives- Model # HVX9000	6

Contractor's Initials DC
 Date 12/24/12

APPENDIX B

SECTION 1.6 ACCOUNT NUMBERS

<u>AGENCY:</u>	<u>FY13</u>	<u>FY14</u>
BUREAU OF COURT FACILITIES		
Facilities: 048-2045-0000-500226	\$12,312.00	\$6,156.00
Contingencies: 048-2045-0000-500226	\$ 1,231.20	\$ 615.60

Contractor's Initials DL
Date 12/04/12

CONTROL TECHNOLOGIES, INC.

Certificate of Vote

I, Linda Pelletier, hereby certify that I am duly elected Assistant Secretary of Control Technologies, Inc. dba as Control Technologies as Representative of Siebe, 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 January 15, 2013 at which a quorum of the Board was present and voting.

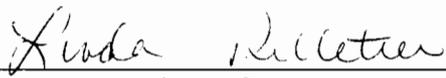
VOTED:

To authorize Daryl Caron, Service Sales Representative, on behalf of Control Technologies, Inc. dba Control Technologies a Representative of Siebe, to enter into contract with the State of New Hampshire, Bureau of Courts and further authorize said officer to execute any documents, which may in their judgment be desirable or necessary to meet the requirements of the contract.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of January 15, 2013, and that Daryl Caron is the duly elected Service Sales Representative, respectively, of this corporation.

Attest:

Date: January 15, 2013



Assistant Secretary

Seal:

CONTROL TECHNOLOGIES, INC.

Certificate of Vote

I, Linda Pelletier, 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 24, 2012 at which a quorum of the Board was present and voting.

VOTED:

To authorize Daryl Caron, Service Sales Representative, on behalf of Control Technologies, Inc. to enter into contract with the State of New Hampshire, Bureau of Courts and further authorize said officer to execute any documents, which may in their judgment be desirable or necessary to meet the requirements of the contract.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of December 24, 2012, and that Daryl Caron is the duly elected Service Sales Representative, respectively, of this corporation.

Attest:

Date: December 24, 2012



Assistant Secretary

Seal:

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONTROL TECHNOLOGIES, INCORPORATED doing business in New Hampshire as CONTROL TECHNOLOGIES A REPRESENTATIVE OF SIEBE, a(n) VERMONT corporation, is authorized to transact business in New Hampshire and qualified on December 20, 1988. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of December, A.D. 2012

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/15/2013

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

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

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Rhonda Noble PHONE (A/C No. Ext.): (603) 224-2562 E-MAIL ADDRESS: rnoble@rowleyagency.com	FAX (A/C No.): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Control Technologies, Inc. dba as Control Technologies a Representative of Siebe 121 Park Ave, Ste 10 Williston VT 05495	INSURER A: Travelers Prop Cas Co of Amer	
	INSURER B: Travelers Indemnity Co	
	INSURER C: Farmington Casualty Co.	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 12/13 New Cert **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC		630-0729R918 \$20,000,000 PER PROJECT AGGREGATE W/PRIMARY AND NON CONTRIBUTORY COVERAGE WHEN REQUIRED BY WRITTEN CONTRACT	06/15/2012	06/15/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		810-1A707324	6/15/2012	6/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP0729R918	6/15/2012	6/15/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	HFUB0729R91811 3A STATES: NH,VT,MA,ME,NY CT, NJ & CA	06/15/2012	06/15/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	INSTALLATION FLOATER LSD/RENTED EQUIP.		630-0729R918 630-0729R918	6/15/2012 06/15/2012	6/15/2013 06/15/2013	\$300,000 LIMIT \$100,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Proj: NH State Policy Troop D, Public Works 97827R, Contract C, 11-027. The State of NH, Dpt. of Administrative Services is included as an additional insured as respects to general liability coverage when required by written contract with the named insured.

CERTIFICATE HOLDER State of New Hampshire Dpt. of Administrative Services 25 Capitol Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Rhonda Noble/RLN 