

GEORGE N. COPADIS, COMMISSIONER
 RICHARD J. LAVERS, DEPUTY COMMISSIONER

July 13, 2022

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

REQUESTED ACTION

To authorize New Hampshire Employment Security ("NHES") to enter into a **SOLE SOURCE** agreement with Trane U.S., Inc. d/b/a Trane (VC#175233), Bedford, NH in the amount not to exceed \$281,225.00 for heating, ventilation, and air conditioning ("HVAC") system preventative maintenance and repairs at the Concord, NH Tobey Building location from the date of Governor and Council approval through June 30, 2025.

Funds are available in the following account for Fiscal Year 2023, and are anticipated to be available in Fiscal Years 2024 and 2025, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified. 100% Federal Funds.

		STATE FISCAL YEAR		
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	2023	2024	2025
10-02700-80400000-048-500226	Contractual Repairs, Building & Grounds	\$91,868	\$93,722	\$95,635

EXPLANATION

This request is **SOLE SOURCE** because the HVAC system installed in the Tobey building is proprietary to Trane and the types of service on the system contained within this agreement require a certified technician and only Trane technicians are certified.

Trane installed the HVAC system in the Tobey building during the renovation of the building in 2012-2013 prior to the Department relocating to the building in 2014. While the department sought to competitively procure this service back in 2019, the only response was submitted from Trane. This is because the equipment chosen to be installed in the Tobey building is proprietary to Trane and service on the system requires a certified technician and only Trane technicians are certified. That being said, the department continues to be satisfied with the level of service and quality of the technicians provided by Trane. While the system itself is required to be serviced by a Trane certified technician, the department does contract with a separate vendor for the mechanical components that do not require Trane certification.

Respectfully submitted,

George N. Copadis
 Commissioner

FORM NUMBER P-37 (version 12/11/2019)



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

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Employment Security		1.2 State Agency Address 45 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Trane U.S. Inc. d/b/a Trane		1.4 Contractor Address 15 Constitution Dr Suite 2K Bedford, NH 03110	
1.5 Contractor Phone Number 603-637-4017	1.6 Account Number 10-027-8040-048-500226	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$281,225.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature  Date: 6/27/2022		1.12 Name and Title of Contractor Signatory Jason Emery - Area General Manager Trane U.S. Inc.	
1.13 State Agency Signature  Date: 6/27/22		1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.15 Approval by the N.H. Department of Administration/ Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Isl Stacie M. Maaser</i> On: July 12, 2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against

the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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EXHIBIT A

SPECIAL PROVISIONS

TERMINATION

Either party may terminate this agreement at any time. The party requesting termination must give the other party written notice, by certified mail, to so terminate at least sixty (60) days prior to effective date of termination.

CONFIDENTIALITY AND CRIMINAL RECORD

Contractor and each of its employees working on NHES property will be required to sign and submit **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORD AUTHORIZATION FORM** prior to the start of any work. There is a fee for each background check required, which must be paid by the Contractor.

NH CERTIFICATE OF GOOD STANDING

Contractor must provide a **CERTIFICATE OF GOOD STANDING** from the NH Secretary of State.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS IN PRIMARY COVERED TRANSACTIONS

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

DAVIS-BACON ACT (if applicable)

Davis-Bacon Act and Related Acts, apply to contractors and subcontractors performing on federally funded/assisted contracts in excess of \$2,000 for construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under these Acts, contractors and sub-contractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area as determined by the Department of Labor. When there is no Davis-Bacon assignment, applicable Wage Determination is realized by using the lowest skilled craft above laborer, excluding power equipment rate.

AMERICANS WITH DISABILITIES ACT

The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

DAMAGE (if applicable)

Contractor will agree that any damage to building(s), materials, equipment and/or other property during the performance of service will be repaired at Contractor's expense. Contractor agrees to return all building(s), materials, equipment and/or property to its original or better condition and with acceptance by a representative of NHES. Contractor agrees to obtain approval of NHES representative assigned to project for any sub-contractor performing such repair work.

PAYMENT BOND/MILLER ACT (if applicable)

Contractor agrees to comply with The Miller Act bond requirement and NH RSA 447:16. A payment bond, with surety satisfactory for protection of all persons supplying labor and materials in carrying out construction, alteration, or repair work provided for in the contract may be required. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract determines, in writing, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond. Amount of bond will not be less than total amount of contract. A Payment Bond is required for contracts \$30,000 or greater. A Performance Bond is required for contracts totaling \$100,000 or greater.

NON-DISCRIMINATION

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of federal, state, county or municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

VENDOR APPLICATION/ALTERNATE W-9

In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (if applicable)

For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (if applicable)

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (if applicable)

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

BYRD ANTI-LOBBYING AMENDMENT (if applicable)

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

NEVER CONTRACT WITH THE ENEMY

Pursuant to 2 CFR 183.300, none of the funds received under contract with NHES shall be provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT

Pursuant to 2 CFR 200.216, none of the funds received under contract with NHES shall be used to procure or obtain equipment, services, or systems that use(s) covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

STEVENS AMENDMENT

This contract with NHES may be supported in part or in whole by the Employment and Training Administration (ETA) of the United States Department of Labor (USDOL) as part of awards received.

EXHIBIT B

SCOPE OF SERVICES

Work will consist of labor, tools, equipment, materials, products, and transportation necessary to provide preventative maintenance and repair/replacement services for the New Hampshire Employment Security ("NHES") Tobey Building Ice Generation and Storage Chiller Plant System: Trane Tracer SC; Chiller Plant, including air cooled chiller, pump house, chiller plant controller, dry cooler and ice storage system and Air Handling Units with Trane CDQ technology. Please refer to **Attachment 1**. Contractor must also be able to install replacement units/parts as needed. Contractor is responsible for obtaining all materials, permits, and approvals required for work performed under this contract.

Frequency of Examinations

Contractor will perform preventative maintenance and inspect all units each October, June and April in accordance with specifications below, with repairs being completed as needed. Filters will be cleaned/replaced each October, June, April, and January in accordance with specifications below. Controls inspections/examinations will be done twice a month throughout the year.

Specifications

Specifications indicated are minimum requirements. Proposed work, parts and materials that do not meet minimum standards will result in rejection of work. Contractor must demonstrate, to the satisfaction of NHES, that work, parts and materials quoted meet or exceed minimum required standards for Ice Generation and Storage Chiller Plant System: Trane Tracer SC; Chiller Plant, including air cooled chiller, pump house, chiller plant controller, dry cooler and ice storage system and Air Handling Units with Trane CDQ technology.

Please refer to Inspection Checklist / Reports / Records, **Attachment 2**.

Response Time

Contractor must be on call 24/7/365 = 24 hours a day, 365 days a year, and must provide a phone number for 24-hour manned telephone. Contractor must guarantee response to emergency service requests within one (1) hour.

Contractor must provide emergency contingency plan that includes cost and time guarantees for installation of emergency backup chiller. Costs will include delivery and installation of emergency chiller, which must be operating correctly within 48 hours of catastrophic failure.

Report

Upon completion of each preventative maintenance inspection, a written report of findings will be provided to NHES. Please refer to **Attachment 2**.

Work Area

Contractor will leave work areas clean. Whenever working on roof-top units, Contractor must stay on roof pads as damage can result from not adhering to this requirement.

NHES Responsibility

NHES will provide reasonable access to electricity and water. NHES must provide connectivity required for remote monitoring to Direct Digital Control (DDC) to Contractor. The ability to connect remotely is contingent on receiving permission for remote access from NHES.

Sub-Contracting

- Contractor will not sub-contract any HVAC task unless prior written approval is received from NHES.
- Work required by a utility company may be done, at Contractor's expense, as required. Utility companies are not sub-contractors.
- Some jobs may require repair work to walls, floors or ceilings as a result of required access for wiring. Contractor may sub-contract this repair work if sub-contractor is approved, in advance, by NHES.
- Contractor will list potential sub-contractors in **Attachment 3**.

Safety Issues and Compliance Requirements

- Safety and protection of NHES personnel and property, of NHES clients, and of Contractor staff is of the utmost concern. Contractor will, at its own expense whenever necessary or required, furnish safety equipment and devices and take all precautions necessary to protect health, safety, and property. All work will interfere as little as possible with NHES business functions.
- Work will be performed in compliance with all applicable State and Federal safety laws, rules, regulations, and standards, including but not limited to, OSHA and U.S. Department of Labor requirements to ensure safety of workers, NHES staff, Contractor staff, and the general public.
- Damage to NHES property will be the responsibility of the Contractor. Contractor will repair any damage it causes to NHES property promptly at no expense to NHES.
- Any rubbish or debris, including spent batteries or other equipment, will be promptly removed from the premises following replacement. All materials will be disposed of off-site in accordance with applicable laws, rules, regulations, and ordinances.
- Routine work under this Agreement will be performed in a timely and professional manner during normal working hours unless otherwise agreed in advance.

Scheduling and Mileage

- NHES reserves the right to schedule HVAC work to be completed by its own qualified employees if possible.
- NHES reserves the right, in an emergency, due to Contractor's schedule, or on-going large projects, if needed, to schedule with other HVAC Contractors.
- Mileage rate will only apply for repair or emergency work, if distance is greater than 100 miles. This may include truck charge and environmental charge for repair or emergency work. Mileage will be calculated for one vehicle per job. Travel time will be computed per scheduled worker based on starting from home base or Concord, whichever is closest to job site, and returning to home base. Travel time/mileage/truck/environmental charges will be detailed on invoice.

HVAC Systems

Contractor may be required to perform related duties such as duct work, replacing or moving roof top units, or other installation and remodeling/repair work as needed and with prior written approval from NHES.

Contractor Initials JE
Date 6/27/22

EXHIBIT C

METHOD OF PAYMENT

Contractor agrees to provide NHES with services as indicated in Exhibit B of this Agreement at prices as shown below. The Contract is for a term of three (3) years beginning July 1, 2022 or upon Governor and Council approval, whichever is later, and continuing through June 30, 2025. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

	CONTROLS	MECHANICAL
Hourly Repair Rate, On-site Monday - Friday, 8AM-5PM	\$ 182.00	\$ 150.00
Hourly Repair Rate, On-site Monday - Friday, 5PM-8AM	\$ 273.00	\$ 225.00
Hourly Repair Rate, On-site Saturday, Sunday and Holidays	\$ 273.00	\$ 225.00
Hourly Travel Time Rate	\$ n/a	\$ n/a
Truck Rate	\$ 90.00	\$ 90.00
Environmental Charge	\$ 60.00	\$ 60.00
Cost of Parts at Actual Cost plus Markup of	%10	%10
Cost of Pumping Down Refrigerant and Recharging		\$ n/a Per lb.
Delivery and Installation of Emergency Chiller Cost	\$ 48,000 / mo	
Year 1 Annual Preventative Maintenance Cost	\$ 34,905	\$ 26,963
Year 2 Annual Preventative Maintenance Cost	\$ 35,950	\$ 27,772
Year 3 Annual Preventative Maintenance Cost	\$ 37,030	\$ 28,605

Invoice

Contractor will invoice NHES following completion and acceptance of each job. NHES will make payment through the normal state payment process, which is up to 30 days following receipt of approved invoice.

Invoice must include the following:

- Date work was performed;
- Brief description of work performed;
- Itemized listing of materials and cost;
- Hours worked; and
- Hourly rate charged.
 - If different rates are charged for different cost classifications, Contractor must so indicate.

Invoices should be sent to:

accountspayable@nhes.nh.gov (preferred)

New Hampshire Employment Security
ATTN: Fiscal Management Section
45 South Fruit Street
Concord, NH 03301

Attachment 1

Units/Equipment Covered

1. **Trane Tracer SC**
 - **AHU Controls Support**
 - **RTU Controls Support**
2. **Trane CGAM Chiller**
3. **Trane Performance Climate Changer CSAA**
4. **Drives**
5. **Trane Dry Cooler**
6. **Trane Blower Coils**
7. **Trane Fan Coils**
8. **Building Automated System – Trane Tracer ES**
 - **Tracer Ensemble Software Maintenance Plan**

Attachment 2

Inspection Checklist/Reports/Records

UNITS COVERED/SERVICE CHECKLIST

9. Trane Tracer SC

- **AHU Controls Support**

- Connect Service Tool
- System Controller Inspection
- Verify System Software Programming
- Sequence of Operation Verification
- Loop Tuning
- Review System Results
- Disconnect Service Tool

- **RTU Controls Support**

- Connect Service Tool
- System Controller Inspection
- Verify System Software Programming
- Sequence of Operation Verification
- Loop Tuning
- Review System
- Disconnect Service Tool

- **Sensor Calibration**

1. Connect Service Tool
2. Calibrate Temperature 1-5 Sensor(s)
3. Calibrate Temperature 6-10 Sensor(s)
4. Calibrate Temperature 11-15 Sensor(s)
5. Calibrate Temperature 16-20 Sensor(s)
6. Calibrate Air Differential Pressure 1-5 Sensor(s)
7. Calibrate Air Differential Pressure 6-10 Sensor(s)
8. Calibrate Air Differential Pressure 11-15 Sensor(s)
9. Calibrate Air Differential Pressure 16-20 Sensor(s)
10. Calibrate Water Differential Pressure 1-5 Sensor(s)
11. Calibrate Water Differential Pressure 6-10 Sensor(s)
12. Calibrate Water Differential Pressure 11-15 Sensor(s)
13. Calibrate Water Differential Pressure 16-20 Sensor(s)
14. Calibrate Humidity 1-5 Sensor(s)
15. Calibrate Humidity 6-10 Sensor(s)
16. Calibrate Humidity 11-15 Sensor(s)
17. Calibrate Humidity 16-20 Sensor(s)
18. Calibrate CO/CO2 1-5 Sensor(s)
19. Calibrate CO/CO2 6-10 Sensor(s)
20. Calibrate CO/CO2 11-15 Sensor(s)
21. Calibrate CO/CO2 16-20 Sensor(s)

22. Disconnect Service Tool

• **System Analysis and Review**

1. Operator Workstation Inspection
2. System Controller Inspection
3. Verify System Software Programming
4. System Back-Up
5. Customer Review – 30 Minutes
6. Software Service Pack Update
 - Update Per Workstation and/or BCU

10. **Trane CGAM Chiller**

• **Air Cooled Scroll Seasonal Start-Up**

1. Customer Notification
2. Initial Site Safety Inspection
3. Lock Out Tag Out
4. Electrical Inspection – Control Panel
5. Inspect Strainer & Pump – BPHE Seasonal Start-Up
6. Remove LOT & Check Heater Operation
7. Compressor Oil Level Pre-Start
8. TechView/KestrelView Connection
9. Pre-Start Chiller Check CGAM
10. Seasonal Start Unit-CGAM
11. Compressor Oil Level Check
12. Acid &/or Moisture Sample Test Per Circuit
13. Coil Cleaning with Solution

• **Air Cooled Scroll Seasonal Shut Down**

1. Customer Notification
2. Initial Site Inspection
3. Review Diagnostics
4. Lock Out Tag Out
5. Check Glycol Level
6. Check Heater Strips
7. Drain BPHE

• **Annual Inspection**

1. Customer Notification
2. Initial Site Inspection
3. Visual Condenser Coil Check
4. Lock Out Tag Out
5. Electrical Inspection
6. Meg Compressor Motor(s)

7. Remove Panels
8. Compressor Oil Level Check- Air-Cooled Scroll
9. Oil Analysis - Air-Cooled Scroll
10. Strainer Maintenance - BPHE Units
11. Inspect Piping – CGAM
12. Condenser Fan Blade Cleaning
13. TechView/KestrelView Connection
14. Review Diagnostics
15. Check Fans for Rubbing
16. Check EXV Sight Glass
17. Reinstall Panels
18. Run Service Report From Kestrel View
19. Techview/Kestrel View Disconnection
20. Clean and Repaint

11. Trane Performance Climate Changer CSAA

- **Annual Inspection**

1. AHU Visual Equipment Inspection
2. Supply Fan & Motor Inspection (Air Handler)
3. Condensate Drip Pan Treatment
4. Condensate Inspection
5. Heating Coil Cleaning
6. Air Handler Filter Inspection
7. Check Damper
8. AHU Supply Fan Cleaning (High Performance Building)
9. Electrical Inspection (AHU)
10. Meg Supply Fan with VFD (Intellipak)
11. UV Light Inspection
12. Start Up Seasonal Heating (Steam/Hot Water)
13. Seasonal Heating Check (Natural gas/Propane) 2 Stage Heating
14. Seasonal Heating Check (Electric)
15. CDQ & Energy Wheel Cleaning

- **Quarterly Inspection**

1. AHU Visual Equipment Inspection
2. Supply Fan and Motor Inspection (Air Handler)
3. Condensate Inspection
4. Condensate Drip Pan Treatment
5. Coil Inspection (Climate Changer)
6. Air Handler Filter Inspection

12. Drives

• Maintenance Procedure for Variable Frequency Drives

1. Lock out, tag out (Drives)
2. Visually inspect panel for loose or damaged parts or wiring and any accumulation of dirt or moisture
3. Using dry nitrogen, clean the cabinet and heat sink
4. Inspect wiring and connections for tightness and signs of overheating and discoloration
5. Remove Lock Out Tag Out and Restore Power
6. Take volt and amp measurements and record
7. Verify proper operation of the unit

13. Trane Dry Cooler

• Annual Inspection

1. Customer Notification
2. Initial Site Inspection
3. Visual Coil Check
4. Lock Out Tag Out
5. Electrical Inspection
6. Meg Compressor Motor(s)
7. Condenser Fan Blade Cleaning
8. Review Diagnostics
9. Check Fans for Rubbing
10. Coil Cleaning

14. Trane Blower Coils

15. Trane Fan Coils

16. Building Automated System – Trane Tracer ES

Upon completion of each inspection, a written report of findings will be provided to NHES.

Building Performance Intelligent Response Service

A Building Performance (BP) system is necessary to ensure that through the lifecycle of the building, system meets or exceeds its intended performance, determined by implementing continuous collection and analysis of critical factors in its operational data. The use of this information will provide reports and actionable recommendations to optimize system performance by balancing occupant comfort, energy use, and operating cost. BP system must collect building data 24/7/365. Contractor must submit a generated summary report on a semi-annual basis, and meet with NHES on a semi-annual basis to discuss system performance and indicate potential opportunities for operational improvement.

I. Remote Monitoring Facility & Staffing Minimum Requirements:

- A. Contractor will have 24/7/365 monitoring of up to 60 of their most critical alarms from a dedicated remote facility staffed with HVAC technical specialists.

- B. Original Equipment Manufacturer (OEM) Monitoring center must have full redundancy in systems at data center level to fully support 24/7/365 operation, including, but is not limited to, electrical, phone, database, and support systems.
- C. Monitoring Center controls specialists must have field expertise in HVAC applied systems operations.
- D. Facility controls specialists must be factory-trained and certified in Building Automation Systems (BAS).
- E. In the event of an outage at the primary remote center, a redundant site must be in place to provide additional backup and support.
- F. To ensure quality standards, monitoring center must have shift supervisors available for any escalated measures 24/7/365 and must record all telephone interactions with monitoring facility.
- G. NHES must provide connectivity required for remote monitoring to Direct Digital Control (DDC) contractor, as well as annual costs of maintaining connectivity (*for example, phone line, internet, et cetera*). The ability to connect remotely is contingent on receiving permission for remote access from NHES.

II. Building Performance (BP) Reporting Requirements:

- A. Contractor must run and provide report showing baseline performance of building.
- B. Remote facility HVAC experts will translate auto-generated raw system analytical data into reports for NHES that diagnoses system performance against expectations. In addition, electric and gas pulse meter data is gathered in order to track annual energy consumption for benchmarking purposes and reporting.
- C. Reports will contain charts and graphs generated in real-time from actual building data to illustrate issues with performance and opportunities for improvement. Reports will be detailed and quantified by DDC account representative *weekly*. Subsequently, when pursuing changes, change(s) effectiveness validation is done by the same auto-generated, real-time building data during future reports and meetings with DDC account representative.
- D. Remote BP system must provide an automatic analysis capability.
- E. Auto-generate charts and graphs from remote monitoring analytics system so that no interpretation is necessary for any of the points listed in **Capabilities and Testing**, at a minimum.
- F. Charts and graphs must be printable, implemented into a report, or exported into a matrix spreadsheet system, such as Microsoft Excel. For all points listed under **Capabilities and Testing**, Remote BP system must be capable of indicating real evidence of failures and exceptions that could result in energy savings or improved performance.
- G. Among these failures and exceptions, Remote BP system must indicate severity of issue by outlining:
 - 1) most recent failure,
 - 2) count of failures and exceptions throughout building history for a particular point,
 - 3) most dramatic failure or exception for a particular point,
 - 4) first time the exception or failure was generated.
- H. DDC contractor must illustrate operating issues associated with failure or exception and share opportunities to correct it. These custom reports, created by technical experts analyzing continuous building data and presented by DDC contractor within the context of business objectives, will provide a pathway to a building that performs optimally in terms of comfort, energy-efficiency, and serviceability throughout its lifecycle.

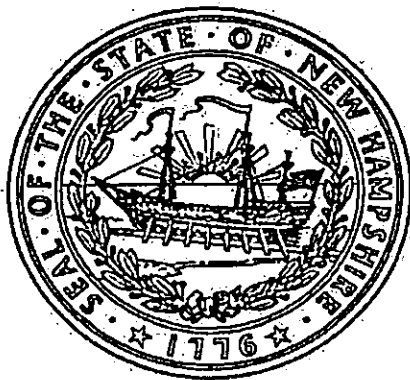
State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRANE U.S. INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on November 01, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 204

Certificate Number: 0005797063



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State



Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse, WI 54601 USA
T: (608) 787-2000

June 28, 2022

Certificate of Authorization

I, Theodore L. Mutzner, certify that I am Assistant Secretary of Trane U.S. Inc. (the "Corporation"), that Jason Emery is an Area Manager for Trane U.S. Inc., and that he is duly authorized and empowered to execute documents on behalf of the Corporation in connection with the following contract:

New Hampshire Employment Security

Photocopies and facsimiles of this Certificate shall suffice as an original.

A handwritten signature in black ink, appearing to read "Theodore L. Mutzner".

Theodore L. Mutzner
Assistant Secretary
Trane U.S. Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2022

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

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

PRODUCER MARSH & MCLENNAN COMPANIES 1186 Avenue of the Americas New York NY 10036 ATTN: 212-345-6000	CONTACT NAME: Michaela Grasshoff, ARM PHONE (A/C, No, Ext): 212-345-2794 FAX (A/C, No): E-MAIL ADDRESS: Michaela.Grasshoff@marsh.com											
	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>COMPANY A:</th> <th>NAIC #</th> </tr> <tr> <td>National Union Fire Insurance Company of Pittsburgh, PA</td> <td>19445</td> </tr> <tr> <td>COMPANY B: Travelers Indemnity Co of America</td> <td>25668</td> </tr> <tr> <td>COMPANY C: Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	COMPANY A:	NAIC #	National Union Fire Insurance Company of Pittsburgh, PA	19445	COMPANY B: Travelers Indemnity Co of America	25668	COMPANY C: Travelers Property Casualty Co of Amer	25674			
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INSURED Trane U.S. Inc dba Trane 15 Constitution Drive, Suite #2K Bedford, NH 03110 United States												


COVERAGES **CERTIFICATE NUMBER:** 653960 **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> TIME ELEMENT POLLUTION LIABILITY <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJE CT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GL 6547064	4/17/2022	4/17/2023	EACH OCCURRENCE \$10,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000.00 MED EXP (Any one person) \$10,000.00 PERSONAL & ADV INJURY \$10,000,000.00 GENERAL AGGREGATE \$10,000,000.00 PRODUCTS - COMPPOP AGG policy aggregate \$20,000,000.00
A A A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> PHYSICAL DAMAGE/RELE <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 6890217 (AOS) CA 7030880 (VA) CA 7030879 (MA) APD - Self Insured	4/17/2022 4/17/2022 4/17/2022	4/17/2023 4/17/2023 4/17/2023	COMBINED SINGLE LIMIT (Ea accident) \$10,000,000.00 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE AGGREGATE \$
B B 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	UB-8M35413A-22-51-K (AOS) UB-9L048059-22-51-D (MN) UB-8M370386-22-51-R (AZ,MA,OR,WI) 1WXJ-UB-7434L45A-22 (OH)	4/17/2022 4/17/2022 4/17/2022 4/17/2022	4/17/2023 4/17/2023 4/17/2023 4/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$3,000,000.00 E.L. DISEASE - EA EMPLOYEE \$3,000,000.00 E.L. DISEASE - POLICY LIMIT \$3,000,000.00

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

Please see page 2 for additional information.

CERTIFICATE HOLDER New Hampshire Employment Security 45 South Fruit Street Concord, NH 03301 United States	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marsh USA, Inc. BY: Michaela Grasshoff, ARM 
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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trans U.S. Inc dba Trane 15 Constitution Drive, Suite #2K Bedford, NH 03110 United States
EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Job Description: COI Requested

For questions regarding this certificate of insurance contact: Christina Schneider Email:
christina.schneider@tranetechnologies.com Phone: 9787373900