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STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

William L. Wrenn
Commissioner

Bob Mullen
Director

P.O. BOX 1806
CONCORD, NH 03302-1806
603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

July 15, 2013

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

Retroactive

REQUESTED ACTION

Authorize the New Hampshire Department of Corrections to enter into a **retroactive** contract with Control Technologies, Inc. d/b/a Control Technologies A Representative of SIEBE (VC # 160482), 111 Zachary Road, Manchester, NH 03109 in the amount of \$77,352.00 to provide HVAC services for the NH Department of Corrections effective for the period beginning July 1, 2013 through June 30, 2015 effective upon Governor and Executive Council approval with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funding for this contract is available in the following accounts with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified.

Control Technologies, Inc. d/b/a Control Technologies A Representative of SIEBE

Account	Description	SFY 2014	SFY 2015
02-46-46-468010-8250-048-0226	Northern Correctional Facility (NCF)	12,952.00	12,952.00
02-46-46-463010-7140-024-0225	NH State Prison for Men (NHSP-M)	12,070.00	12,070.00
02-46-46-466010-7111-048-0226	NH State Prison for Women (NHSP-W)	6,747.00	6,747.00
02-46-46-463010-7108-024-0225	NH State Prison Warehouse	350.00	350.00
02-46-46-463010-7108-048-0226	NH State Prison Warehouse	1,736.00	1,736.00
02-46-46-462010-5731-024-0225	NH State Prison Farm	1,386.00	1,386.00
02-46-46-464010-8302-024-0225	Concord Probation & Parole DO	393.00	393.00
02-46-46-464510-7107-048-0226	North End House	751.00	751.00
02-46-46-464510-5172-048-0226	Shea Farm	751.00	751.00
02-46-46-464510-7874-048-0226	Calumet	839.00	839.00
02-46-46-464510-7106-048-0226	Minimum Security Unit	701.00	701.00
		38,676.00	38,676.00

Total Contract Amount: \$77,352.00

EXPLANATION

This contract is **retroactive** due to contract administrative delays due to high year end volume work load.

This contract is for the maintenance and repair of Heating Ventilation and Air Conditioning (HVAC) equipment at the Northern Correctional Facility (NCF) and the southern regional facility locations: NH State Prison for Men (NHSP-M), NH State Prison for Women (NHSP-W), NH State Prison Warehouse, NH State Prison Farm & Retail Store, Concord Probation and Parole District Office, North End House, Shea Farm, Calumet House and the Minimum Security Unit.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for five (5) consecutive weeks and notified five (5) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor, responded by submitting their proposal. In accordance to the Terms and Conditions of the RFP, the New Hampshire Department of Corrections awarded the contract to the only bidder, in the amount of \$77,352.00, to Control Technologies, Inc. d/b/a Control Technologies A Representative of SIEBE.

This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Jon Hanson, Administrator of Bureau of Logistical Services; Corey Martin, Maintenance Technician of Bureau of Logistical Services and Richard Morrill, Plant Maintenance Engineer IV of Bureau of Logistical Services.

Respectfully Submitted,



William L. Wrenn
Commissioner



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**HVAC Services
RFP Bid Evaluation and Summary
NHDOC 13-04-GFMAINT**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
 - a. Total Estimated Cost – 60 points
 - b. Organizational Resources and Capability – 30 points
 - c. Financial Stability – 5 points
 - d. Qualitative References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 34 of NHDOC 13-04-GFMAINT RFP.
 - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Total Estimated Cost, Organizational Resources and Capability, Financial Stability and Qualitative References are acceptable to the Department.

Evaluation Team Members:

- a. Jon Hanson, Administrator of Bureau of Logistical Services, NH Department of Corrections
- b. Corey Martin, Maintenance Technician of Bureau of Logistical Services, NH Department of Corrections
- c. Richard Morrill, Plant Maintenance Engineer IV of Bureau of Logistical Services, NH Department of Corrections

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of NH, Department of Corrections
Division of Administration, Bureau of Logistics

RFP 13-04-GFMAINT, closing date: 5/17/2013



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Commissioner
Bob Mullen
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**HVAC Services
RFP Scoring Matrix
NHDOC 13-04-GFMAINT**

Respondents:

- Control Technologies, Inc. dba Control Technologies A Representative of SIEBE, 111 Zachary Road, Manchester, NH 03109

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
 - Total Estimated Cost – 60 points
 - Organizational Resources and Capability – 30 points
 - Financial Stability – 5 points
 - Qualitative References – 5 points

NHDOC 13-04-GFMAINT RFP Scoring Matrix		
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Control Technologies, Inc. d/b/a Control Technologies A Representative of SIEBE 111 Zachary Road, Manchester, NH 03109
Total Estimated Cost	60	60
Organizational Resources and Capability	30	27
Financial Stability	5	5
Qualitative References	5	4
Total	100	96

Contract Award:

- Control Technologies, Inc. d/b/a Control Technologies A Representative of SIEBE, 111 Zachary Road, Manchester, NH 03109

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability



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HVAC Services
RFP Evaluation Committee Member Qualifications
NHDOC 13-04-GFMAINT

Jonathan K. Hanson, Administrator of Logistics, Bureau of Logistics:

Mr. Hanson has served as the Administrator of Logistics of the Bureau of Logistics, Division of Administration since 2010. Mr. Hanson previously served as an Administrator and Program Specialist in multiple capacities at the NH Department of Transportation from 1995 to 2010 and was the former Director of Administration of a major New England area Heavy/Highway Construction, Paving and Aggregate Crushing and Supply Company from 1984 to 1995. Mr. Hanson was the chief contractor and union liaison as well as a registered lobbyist for the Associated General Contractors from 1981 to 1984. Mr. Hanson holds an Associates Degree in Business Management and a Bachelors Degree in Business Administration from the University of New Hampshire and also holds numerous certificates in the construction trades, safety and environmental regulations.

Corey Martin, Maintenance Technician, Bureau of Logistics:

Mr. Martin has served as a Maintenance Technician of the Bureau of Logistics, Division of Administration since 2005 with primary duties to perform or supervise the technical maintenance and repair of building systems such as heating, air-conditioning, refrigeration, ventilation or general building maintenance for the NH State Prison for Men (NHSP-M) and NH State Prison Warehouse, Concord, NH. Mr. Martin is a licensed Master Plumber and holds a Federal HVAC certification and Gas Fitters License and is a retired United States Air Force military service man with over twenty years of experience in military, residential and commercial settings. Mr. Martin holds a two-year collegiate degree in Water Treatment, Engineering from the Junior College Air Force (Community College of the Air Force).

Richard L. Morrill III, Plant Maintenance Engineer IV, Bureau of Logistics:

Mr. Morrill has served as the Plant Maintenance Engineer IV of the Bureau of Logistics, Division of Administration since 1994 with primary duties to supervise and coordinate the work of Building Maintenance Supervisors, Maintenance Mechanics and subordinate Plant Maintenance Engineers as well as various trade foremen performing maintenance and repairs for the Northern Correctional Facility (NCF), Berlin, NH. Mr. Morrill is a licensed Master Electrician and holds a Class A & B Operator Underground Storage Tank certification through the State of NH Department Environmental Services (NHDES) and has twenty-eight years of military service experience in the United States Army Reserves. In addition, Mr. Morrill has worked as an electrician with seven years of experience in residential, commercial and industrial settings.

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of NH, Department of Corrections
Division of Administration, Bureau of Logistics

RFP 13-04-GFMAINT, closing date: 5/17/2013



**STATE OF NEW HAMPSHIRE
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**William L. Wrenn
Commissioner**

**Bob Mullen
Director**

**HVAC Repair and Maintenance Services
Bidders List
NHDOC 13-04-GFMAINT**

Century Mechanical, Inc.

58 Chenell Drive
Concord, NH 03301
Robert Hansen, President
rhansen@cminh.com
(P) 603-224-3284
(F) 603-224-0047
www.cminh.com

Christenson Plumbing & Heating

844 Elm Street
Suite 100
Manchester, NH 03101
Aron Christenson, Owner
customerservice@christensonph.com
(P) 603-464-3974
(P) 888-552-1293
<http://www.christensonph.com>

Control Technologies

111 Zachary Road
Manchester, NH 03109
Tim Lord, Service Sales Representative
tlord@controltechinc.com
(P) 603-626-6070
(F) 603-626-0352
www.controltechinc.com

Northern Peabody, LLC

25 Depot Street
Manchester, NH 03101
Andy Arsenault, Vice President
info@northernpeabody.com
(P) 603-669-3601
(F) 603-669-2285
<http://www.northernpeabody.com>

Ray's Electric, Inc.

33 Jericho Road
Berlin, NH 03570
Denis Binette, Vice President
rayelect@ncia.net
(P) 603-752-1370
(F) 603-752-5240

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

*State of NH, Department of Corrections
Division of Administration, Bureau of Logistics*

RFP 13-04-GFMAINT, closing date: 5/17/2013

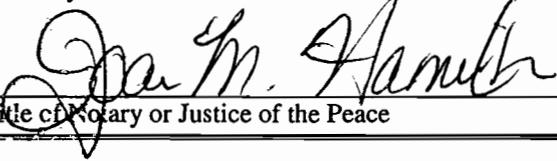
Subject:

Heating Ventilation & Air Conditioning Services

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Control Technologies Incorporated DBA Control Technologies, A Representative of Siebe		1.4 Contractor Address 111 Zachary Road Manchester, N.H. 03109	
1.5 Contractor Phone Number 603-626-6070	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$77,352.00
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Timothy Lord Service Sales Representative	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Hillsborough</u> On <u>5/14/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that 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] 		Joan M. Hamilton - NOTARY MY COMMISSION EXPIRES: JUNE 3, 2014	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
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: <u>Mike Brun</u> On: <u>2/30/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials TEL
Date 5-14-2013

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$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.

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 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

Contractor Initials TEL
Date 5-14-2013

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting 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 Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

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

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.

SECTION B: Scope of Services, Exhibit A

1. Purpose:

The Contractor shall provide Heating, Ventilation and Air Conditioning (HVAC) system inspection, maintenance and repair services for the NH Department of Corrections (NHDOC) facilities/locations as described in the Scope of Services, Section Three, Location of Services, below. Maintenance and repairs may include, but not be limited to, pneumatic control systems, electronic control systems, digital control systems, industrial chillers, commercial sized boilers, air handling units and proactive servicing of HVAC systems so as to facilitate heating/cooling with minimal downtime.

2. Terms of Contract:

Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2013 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2015 with an option to renew for one (1) additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

3. Location of Services:

Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH; Southern Administrative Locations: NH State Prison – Warehouse and NH State Prison Farm, Concord, NH; Southern Probation & Parole District Office, Concord, NH; Community Corrections, Transitional Housing Units (THU): North End House, Shea Farm, Concord, NH and Calumet, Manchester, NH and Community Corrections, Transitional Work Center (TWC): Minimum Security Unit (MSU), Concord, NH which are marked with an “X” below:

Northern Region – Northern NH Correctional Facility			
<input checked="" type="checkbox"/>	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
Southern Region – Southern NH Correctional Facilities			
<input checked="" type="checkbox"/>	NH State Prison for Men – (NHSP- M)	281 North State Street	Concord, NH 03301
<input checked="" type="checkbox"/>	NH State Prison for Women – (NHSP-W)	317 Mast Road	Goffstown, NH 03045
Southern Region – Administrative Locations			
<input checked="" type="checkbox"/>	NH State Prison Warehouse	295 North State Street	Concord, NH 03301
<input checked="" type="checkbox"/>	NH State Prison Farm	314 North State Street	Concord, NH 03301
Southern Region – Probation & Parole District Office Location			
<input checked="" type="checkbox"/>	Probation & Parole District Office (DO)	314 North State Street	Concord, NH 03301
Southern Region – NH Community Corrections by Service Locations			
	Transitional Housing Units (THU)		
<input checked="" type="checkbox"/>	North End House (NEH)	281 North State Street	Concord, NH 03301
<input checked="" type="checkbox"/>	Shea Farm	60 Iron Works Road	Concord, NH 03301
<input checked="" type="checkbox"/>	Calumet	126 Lowell Street	Manchester, NH 03104
	Transitional Work Center (TWC)		
<input checked="" type="checkbox"/>	Minimum Security Unit (MSU)	281 North State Street	Concord, NH 03301

- 3.2. Partial Proposals for the requested services for the Northern and/or Southern Regional Area shall not be accepted.
- 3.3. Proposals that reduce the NH Department of Corrections current functions shall not be accepted.

4. Current Inmate/Patient Population: (NOT APPLICABLE)

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5. Specifications for Required Scope of Services:

- 5.1. Inventory of HVAC Systems: HVAC systems are listed in Appendix A, *NHDOC Inventory for HVAC Systems*, for the following locations as identified in the Scope of Services, Section Three (3), Location of Services.
- 5.2. HVAC System Inspection, Maintenance and Repair Services: The Contractor shall provide inspection, maintenance, repair and programming services to include all materials, equipment, parts, labor, overhead, and transportation necessary for the successful completion of the work to be performed under the terms and conditions contained herein for the HVAC systems at the following locations as identified in the Scope of Services, Section Three (3), Location of Services.
- 5.2.1. Maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations.
- 5.2.2. Normal maintenance services shall occur on Monday through Friday between 7:00AM and 3:00PM including holidays (if required).
- 5.2.3. Maintenance services provided on holidays shall require prior approval by the Administrator of Logistics or designee.
- 5.2.4. Holidays shall be based on State of NH designated holidays.
- 5.2.5. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays, via answering service or on-call staff. Answering machines or voice mail shall not be an acceptable form of communication.
- 5.2.6. The Contractor shall respond to the Department via telephone to all service calls within one (1) hour of report of occurrence by the Department. The Contractor shall physically respond to the site within four (4) hours after the report of occurrence and shall complete the work within forty-eight (48) hours of notification.
- 5.2.7. Services shall be performed at a fixed hourly rate, regardless of time of day, including weekends and holidays and shall be paid in increments of fifteen (15) minutes. The fixed rate shall be inclusive of labor and overhead costs. Travel costs, as defined below, shall not be included in the hourly rate.
- 5.2.7.1. Labor costs shall be inclusive of FICA & Social Security taxes, applicable State taxes and medical insurance expenses.
- 5.2.7.2. Travel costs shall consist of travel time, mileage and tolls.
- Travel time shall be computed for each technician/mechanic at the Contractor's per person hourly rate paid in increments of fifteen (15) minutes from the Contractor's home base or last job site, whichever is closest, to the Department's location and return to home base.
 - Mileage expenses shall not include truck fees, vehicle maintenance & repair, insurance and depreciation expenses.
 - Mileage shall be reimbursed at the standard mileage reimbursement rate established by the Internal Revenue Service.
 - Mileage shall be calculated for one vehicle per service location.
 - Mileage and reimbursement rate shall be itemized on Contractor's invoice.
- 5.2.8. The Contractor shall use the Department's stocked parts and/or materials to be used for repairs. If the Department can not provide ready available stocked parts and/or materials, Contractor parts/materials shall be invoiced at a cost of the published manufacture's list price plus a fixed percentage mark up.

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- 5.3. Emergency/Act of Vandalism Services: The Contractor shall provide “on-call” services for emergency and/or acts of vandalism services.
- 5.3.1. Major “on-call” services for unscheduled, emergency and/or acts of vandalism services shall require an estimate for work to be provided at no charge to the NH Department of Corrections to be approved by the Administrator of Logistics and or designee prior to any work to be performed.
- 5.3.2. If damage to a component and/or part is/are determined by mutual agreement of the NH Department of Corrections and the Contractor is to be an act of vandalism, the following procedures shall apply: The component(s)/part(s) shall be turned in to the Control Room for evidence and shall be accompanied by all information needed for billing the responsible party. Within forty-eight (48) hours a bill shall be faxed to the Administrator of Logistics at (603) 271-5181 with the expected costs related to the vandalism.
- 5.4. Methods for Inspection, Maintenance and Repair: The Contractor shall troubleshoot the system to diagnose the system’s problems.
- 5.4.1. The Contractor shall respond to indoor temperature complaints.
- 5.4.2. The Contractor shall inspect all support structures and provide *Trouble Reports* of potential major maintenance and repair issues to the Administrator of Logistics and or designee.
- 5.4.3. The Contractor shall itemize the required equipment/parts under repair or replacement to be approved by the Administrator of Logistics and or designee prior to any work to be performed.
- 5.4.4. The Contractor shall repair or replace failed or worn moving parts and may include, but not be limited to, belts, drives, fans, bearings, motors, starters, seals, gears, sheaves, burners, actuators, controls, and switches.
- 5.5. Certifications/Licenses: The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of work performed as required by State and 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).
- 5.6. Qualified Technicians/Personnel: The Contractor shall have in their employ a sufficient number of qualified technicians/personnel to conduct the required scope of service on time as scheduled.
- 5.6.1. Repair/Service Technicians: All technicians assigned to perform work under this contract must have a minimum of five (5) years commercial HVAC experience in servicing air conditioning, electrical systems, control systems and mechanical equipment.
- 5.6.2. Mechanical Technicians: Services to be performed for large water chillers and air conditioning systems inspections shall be performed by mechanics possessing a “journeyman” level of competence.
- 5.7. Documentation and Reporting:
- 5.7.1. Should the Contractor be unable to complete the repair within forty-eight (48) hour time period, the Contractor shall notify the Administrator of Logistics or designee in writing of why the service can not be performed and request an extension of time to complete the required service via a Delayed Repair Report. Examples of valid reasons are (a) parts/materials unavailable with explanation why (b) repair is ongoing and requires additional time to complete.
- 5.7.2. Delayed Repair Report: The Contractor shall provide written notification to the Administrator of Logistics or designee and shall include the following pertinent

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information: (a) specified time period until repair can be completed (b) devices and how the system is affected (c) reasons for the delay of repair and (d) any other information to justify the request for non-compliance.

- 5.7.3. *Trouble Report:* The Contractor shall provide written documentation to the Administrator of Logistics or designee and shall summarize and identify the devices and/or components of a system that may affect the system's operational integrity. The Contractor must meet with the Administrator of Logistics or designee either in person or via telephone conference call regarding corrective action(s) and resolution upon request.
- 5.8. Replacement Parts/Materials:
- 5.8.1. The Contractor shall use the Department's stocked parts and/or materials to be used for repairs before the Contractor supplied materials/parts are utilized.
- 5.8.2. All used parts/materials remain the property of the NH Department of Corrections.
- 5.8.3. The Contractor shall maintain or have readily available spare parts at the Contractor's cost throughout the duration of the Contract term.
- 5.8.4. The Contractor shall provide only replacement parts that are new and have the same quality and brand name that is being replaced.
- 5.8.5. Substitutions shall be permitted only with prior authorization of the Administrator of Logistics or designee.
- 5.8.6. Upon commencement of a contract, the Contractor shall submit the published manufacturer's price list for parts to the Administrator of Logistics or designee.
- 5.9. Supervision of Contractor: All work performed by the Contractor shall be under the supervision of a Department's maintenance employee or designee.
6. **General Service Provisions:**
- 6.1. NH Department of Corrections Contact: The Administrator of Logistics or designee shall contact the Contractor when service is needed.
- 6.2. Contractor Tools and Equipment: The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 6.3. Rules and Regulations: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 6.4. Additional Facilities: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 6.5. Contractor Employee Information: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or Subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.
- 6.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.

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- 6.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 6.5.3., below.
- 6.5.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Division Director and designee of the NH Department of Corrections;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
 - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
 - Individuals with a history of drug diversion;
 - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
 - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
 - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 6.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 6.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the **business (no personal information)** name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 6.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 6.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 6.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Administrator of Logistics, 3 McGuire Street, Concord, NH 03301.

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- 6.8. Contractor's Liaison's Responsibilities: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 6.8.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract;
 - 6.8.2. Monitoring the Contract's compliance with the terms of the Contract;
 - 6.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
 - 6.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 6.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
 - 6.9.2. Monitoring compliance with the terms of the Contract;
 - 6.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
 - 6.9.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
 - 6.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.10. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
- 6.10.1. Monthly summary of the cost of services;
 - 6.10.2. Breakdowns of billings, quarterly;
 - 6.10.3. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets our needs.
- 6.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 6.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract;
 - 6.11.2. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;
 - 6.11.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies;
 - 6.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action; and

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- 6.11.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
- a.) Not in compliance with the terms of the Contract;
 - b.) Has lost or has been notified of intention to lose their accreditation and/or licensure;
 - c.) Has lost or has been notified of intention to lose their federal certification and/or licensure; or,
 - d.) Terminate the Contract as otherwise permitted by law.
- 6.12. Declaration of Liaison:
- 6.12.1. The Contractor shall, within (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, business address, business telephone and fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
- 6.12.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 6.12.3. NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Contractor to assure the orderly and uninterrupted transition from one Contractor to another. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 7. Other Contract Provisions:**
- 7.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
- 7.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
- a.) Not in compliance with the terms of the Contract, and/or
 - b.) As otherwise permitted by law or as stipulated within this Contract.
- 7.2. Coordination of Efforts: The Contractor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by the NH Department of Corrections throughout the effective period of the Contract.
- 8. Bankruptcy or Insolvency Proceeding Notification:**
- 8.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or up on the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 8.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

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9. Embodiment of the Contract:

- 9.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:
- 9.1.1. The Request for Proposal (RFP) and any amendments thereto;
 - 9.1.2. The Proposal submitted by the Vendor in response to the RFP; and/or
 - 9.1.3. A negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Commissioner of the NH Department of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 9.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1.3. shall govern.
- 9.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

10. Cancellation of Contract:

- 10.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.
- 10.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

11. Contractor Transition:

NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Contractor to assure the orderly and uninterrupted transition from one Contractor to another.

12. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of the Contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

13. Additional Items/Locations:

Upon agreement of both parties, additional equipment and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

14. Information:

- 14.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the

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performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

- 14.2 The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.
- 14.3. In the event of unauthorized use or disclosure of the inmate/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.
- 14.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.

15. Public Records:

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

16. Contractor Personnel:

- 16.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 16.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

17. Notification to the Contractor:

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

18. Special Notes:

- 18.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 18.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.

- 18.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 18.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 18.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
 - 18.4.2. Secure the Contractor's written agreement to the proposed changes.
- 18.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 18.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 18.7. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to The Contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Equal Employment Opportunity (EEO), Immigration and Naturalization, NH Department of Environmental Services (NHDES), Occupational Safety & Health Administration (OSHA), US Environmental Protection Agency (EPA), The American with Disabilities Act (ADA), and insurance laws.

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2. Estimated Budget – Northern Region: Northern Correctional Facility (NCF)

2.1. Labor Rates per Hour – Northern Region:

Labor Rates per Hour	Year 1	Year 2
Hourly Rate per Person	\$ 72.00	\$ 72.00
Hourly Overtime Rate per Person	\$ 108.00	\$ 108.00
Hourly Rate per Team (two or more)	\$ 144.00	\$ 144.00
Hourly Overtime Rate per Team	\$ 216.00	\$ 216.00

2.2. Extended Labor Cost by Person/Team & Overtime – Northern Region:

Labor Rate Category	Number of Hours per Person/OT per Person/Team/OT per Team	Year 1 Labor Rate (Table 2.1)	Year 1 Extended Labor Cost (multiply No. of Hours by Year 1 Labor Rate)	Year 2 Labor Rate (Table 2.1)	Year 2 Extended Labor Cost (multiply No. of Hours by Year 2 Labor Rate)
Hr/Person	15	\$ 72.00	\$ 1,080.00	\$ 72.00	\$1,080.00
Hr OT/Person	20	\$ 108.00	\$ 2,160.00	\$108.00	\$2,160.00
Hr/Team (two or more)	5	\$ 144.00	\$ 720.00	\$144.00	\$ 720.00
Hr OT/Team	2	\$ 216.00	\$ 432.00	\$216.00	\$ 432.00
Subtotal Extended Labor Cost (sum Year 1 & 2 Ext. Labor Cost columns)			\$ 4,392.00		\$4,392.00
Total Extended Labor Cost (add Subtotals for Year 1& 2 Extended Labor Costs)				\$ 8,784.00	

2.3. Estimated Travel Cost – Northern Region:

Service Location/ Period	Contractor's One Person Hourly Rate (Table 2.1)	Cost for Mileage	Cost for Tolls	Subtotal (add Hourly Rate, Mileage & Tolls)	No. of Trips	Extended Cost (multiply Subtotal x No. of Trips)
NCF						
Year 1	\$ 72.00	\$119.00	\$ 2.00	\$ 265.00	10	\$ 2,650.00
Year 2	\$ 72.00	\$119.00	\$ 2.00	\$ 265.00	10	\$ 2,650.00
Total Estimated Travel Cost (sum Extended Cost Column)						\$ 5,300.00

2.4. For budgeting purposes only:

- 2.4.1 Original Service Period shall be designated as: Year 1 (July 1, 2013 – June 30, 2014) & Year 2 (July 1, 2014 – June 30, 2015).
- 2.4.2 Optional Renewal Period, if exercised, Labor Rates per Hour (Table 2.1), Extended Labor Cost by Person/Team & Overtime (Table 2.2) and Estimated Travel Costs (Table 2.3) for Year 3 (July 1, 2015 – June 30, 2016) & Year 4 (July 1, 2016 – June 30, 2017) shall be the Year 2 Contractor amounts.

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2.5. Contractor's Estimated Cost for Parts and Fixed Percentage Markup – Northern Region:

Contractor's Cost Range for Parts	Contractor's Cost for Parts (estimate)	Contractor's Fixed Percentage Markup	Total Cost and Contractor's Fixed Percentage Markup
\$0 - \$499.99	Parts @ \$450.00	30 %	\$ 585.00
\$500.00 - \$999.99	Parts @ \$900.00	25 %	\$ 1,125.00
\$1,000.00 and Over	Parts @ \$3,500.00	20 %	\$ 4,200.00
Subtotal Cost Plus Contractor's Fixed Percentage Markup			\$ 5,910.00
Multiply by (2)			X 2
Total Estimated Cost for Parts and Fixed Percentage Markup			\$1,820.00

2.6. Total Estimated Two Year Cost – Northern Region:

Service Category	Table	Total Cost by Category
Total Extended Labor Cost	2.2	\$ 8,784.00
Total Estimated Travel Cost	2.3	\$ 5,300.00
Total Estimated Cost for Parts and Fixed % Markup	2.5	\$ 11,820.00
Total Estimated Two Year Cost – Northern Region (sum Total Cost by Category column)		\$ 25,904.00

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3. Estimated Budget – Southern Region: Southern Correctional Facilities, Administrative and Community Corrections Locations

3.1. Labor Rates per Hour – Southern Region:

Labor Rates per Hour	Year 1	Year 2
Hourly Rate per Person	\$ 72.00	\$ 72.00
Hourly Overtime Rate per Person	\$ 108.00	\$ 108.00
Hourly Rate per Team (two or more)	\$ 144.00	\$ 144.00
Hourly Overtime Rate per Team	\$ 216.00	\$ 216.00

3.2. Extended Labor Cost by Person/Team & Overtime – Southern Region:

Labor Rate Category/Location	Number of Hours per Person/OT per Person/Team/OT per Team	Year 1 Labor Rate (Table 2.1) 3.1 <i>TCL</i>	Year 1 Extended Labor Cost (multiply No. of Hours by Year 1 Labor Rate)	Year 2 Labor Rate (Table 2.1) 3.1 <i>TCL</i>	Year 2 Extended Labor Cost (multiply No. of Hours by Year 2 Labor Rate)
Correctional Facilities					
NHSP-M					
Hr/Person	50	\$ 72.00	\$ 3,600.00	\$ 72.00	\$ 3,600.00
Hr OT/Person	25	\$108.00	\$ 2,700.00	\$ 108.00	\$ 2,700.00
Hr/Team (two or more)	5	\$144.00	\$ 720.00	\$ 144.00	\$ 720.00
Hr OT/Team	2	\$216.00	\$ 432.00	\$ 216.00	\$ 432.00
NHSP-W					
Hr/Person	20	\$ 72.00	\$ 1,444.00	\$ 72.00	\$ 1,444.00
Hr OT/Person	10	\$108.00	\$ 1,080.00	\$ 108.00	\$ 1,080.00
Hr/Team (two or more)	2	\$144.00	\$ 288.00	\$ 144.00	\$ 288.00
Hr OT/Team	2	\$216.00	\$ 432.00	\$ 216.00	\$ 432.00
Administrative					
Warehouse/Farm/DO					
Hr/Person	16	\$ 72.00	\$ 1,152.00	\$ 72.00	\$ 1,152.00
Hr OT/Person	8	\$108.00	\$ 864.00	\$ 108.00	\$ 864.00
Hr/Team (two or more)	2	\$144.00	\$ 288.00	\$ 144.00	\$ 288.00
Hr OT/Team	2	\$216.00	\$ 432.00	\$ 216.00	\$ 432.00
Comm. Corrections					
Hr/Person	12	\$ 72.00	\$ 864.00	\$ 72.00	\$ 864.00
Hr OT/Person	6	\$108.00	\$ 648.00	\$ 108.00	\$ 648.00
Hr/Team (two or more)	2	\$144.00	\$ 288.00	\$ 144.00	\$ 288.00
Hr OT/Team	2	\$216.00	\$ 432.00	\$ 216.00	\$ 432.00
Subtotal Extended Labor Cost (sum Year 1 & 2 Ext. Labor Cost columns)			\$ 15,664.00		\$ 15,664.00
Total Extended Labor Cost (add Subtotals for Year 1 & 2 Extended Labor Costs)				\$ 31,328.00	

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

3.3. Estimated Travel Cost – Southern Region:

Service Location/Period	Contractor's One Person Hourly Rate (Table 2-1)	Cost for Mileage	Cost for Tolls	Subtotal (add Hourly Rate, Mileage & Tolls)	No. of Trips	Extended Cost (multiply Subtotal x No. of Trips)
Concord	TCL 3.1 wflw					
Year 1	\$ 72.00	\$ 9.20	\$ 2.00	\$ 93.20	30	\$ 2,796.00
Year 2	\$ 72.00	\$ 9.20	\$ 2.00	\$ 93.20	30	\$ 2,796.00
Goffstown/Manchester						
Year 1	\$ 72.00	\$ 8.24	\$ 0.00	\$ 90.24	15	\$ 1,354.00
Year 2	\$ 72.00	\$ 8.24	\$ 0.00	\$ 90.24	15	\$ 1,354.00
Total Estimated Travel Cost (sum Extended Cost Column)						\$ 8,300.00

3.4. For budgeting purposes only:

3.4.1. Original Service Period shall be designated as: Year 1 (July 1, 2013 – June 30, 2014) & Year 2 (July 1, 2014 – June 30, 2015).

3.4.2. Optional Renewal Period, if exercised, Labor Rates per Hour (Table 2-1), Extended Labor Cost by Person/Team & Overtime (Table 2-2) and Estimated Travel Costs (Table 2-3) for Year 3 (July 1, 2015 – June 30, 2016) & Year 4 (July 1, 2016 – June 30, 2017) shall be the Year 2 Contractor amounts.
wflwTCL TCL 3.1 wflw

3.5. Contractor's Estimated Cost for Parts and Fixed Percentage Markup – Southern Region:

Contractor's Cost Range for Parts	Contractor's Cost for Parts (estimate)	Contractor's Fixed Percentage Markup	Total Cost and Contractor's Fixed Percentage Markup
\$0 - \$499.99	Parts @ \$450.00	30%	\$ 585.00
\$500.00 - \$999.99	Parts @ \$900.00	25%	\$ 1,125.00
\$1,000.00 and Over	Parts @ \$3,500.00	20%	\$ 4,200.00
Subtotal Cost Plus Contractor's Fixed Percentage Markup			\$ 5,910.00
Multiply by (2)			X 2
Total Estimated Cost for Parts and Fixed Percentage Markup			\$ 11,820.00

3.6. Total Estimated Two Year Cost – Southern Region:

Service Category	Table	Total Cost by Category
Total Extended Labor Cost	3.2	\$ 31,328.00
Total Estimated Travel Cost	3.3	\$ 8,300.00
Total Estimated Cost for Parts and Fixed % Markup	3.5	\$ 11,820.00
Total Estimated Two Year Cost – Southern Region (sum Total Cost by Category column)		\$ 51,448.00

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**Estimated Budget/Method of Payment
Exhibit B**

Section C: Estimated Budget/Method of Payment, Exhibit B

3.7. Estimated Budget – Annual Heating, Ventilation and Air Conditioning System Inspection. Maintenance and Repair Services Estimated Fee Schedule:

Northern Region						
Service Category	Facility Location	Funding Source	FY 2014	FY 2015	Total	
Service	Northern Correctional Facility	02-46-46-468010-8250-048-0226	7,042	7,042	14,084	
Parts	Northern Correctional Facility	02-46-46-468010-8250-048-0226	5,910	5,910	11,820	
Subtotal Service & Parts -Northern Region			12,952	12,952	25,904	
Southern Region – Correctional Facilities						
Service Category	Facility Location	Funding Source	FY 2014	FY 2015	Total	
Service	NH State Prison for Men (NHSP-M)	02-46-46-463010-7140-024-0225	9,690	9,690	19,378	
Parts	NH State Prison for Men (NHSP-M)	02-46-46-463010-7140-024-0225	2,380	2,380	4,760	
Service	NH State Prison for Women (NHSP-W)	02-46-46-466010-7111-048-0226	4,417	4,417	8,835	
Parts	NH State Prison for Women (NHSP-W)	02-46-46-466010-7111-048-0226	2,330	2,330	4,660	
Southern Region – Administrative						
Service	NH State Prison Warehouse	02-46-46-463010-7108-048-0226	1,336	1,336	2,672	
Parts	NH State Prison Warehouse	02-46-46-463010-7108-024-0225	350	350	700	
Parts	NH State Prison Warehouse	02-46-46-463010-7108-048-0226	400	400	800	
Service	NH State Prison Farm	02-46-46-462010-5731-024-0225	1,336	1,336	2,672	
Parts	NH State Prison Farm	02-46-46-462010-5731-024-0225	50	50	100	
Service	Probation & Parole DO	02-46-46-464010-8302-024-0225	343	343	686	
Parts	Probation & Parole DO	02-46-46-466010-8302-024-0225	50	50	100	
Southern Region – Comm. Corrections						
Service	North End House	02-46-46-464510-7107-048-0226	651	651	1,302	
Parts	North End House	02-46-46-464510-7107-048-0226	100	100	200	
Service	Shea Farm	02-46-46-464510-5172-048-0226	651	651	1,302	
Parts	Shea Farm	02-46-46-464510-5172-048-0226	100	100	200	
Service	Calumet	02-46-46-464510-7874-048-0226	739	739	1,477	
Parts	Calumet	02-46-46-464510-7874-048-0226	100	100	200	
Service	Minimum Security Unit	02-46-46-464510-7106-048-0226	651	651	1,302	
Parts	Minimum Security Unit	02-46-46-464510-7106-048-0226	50	50	100	
Subtotal Service & Parts – Southern Region			25,724	25,724	51,448	
Total Contract Price						\$77,352.00

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of NH, Department of Corrections
Division of Administration, Bureau of Logistics

RFP 13-04-GFMAINT, closing date: 5/17/2013

4. Method of Payment:

- 4.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 4.2. Invoices shall be submitted no later than sixty (60) days post date of services rendered.
- 4.3. Invoices shall be sent to the NH Department of Corrections, c/o Administrator of Logistics, 3 McGuire Street, Concord, NH 03301.
- 4.4. Once approved, the original invoices shall be forwarded to the Accounts Payable unit of the Department's Bureau of Financial Services for processing and issuance of payment.
- 4.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendors monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 4.6. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information, but not limited to:
 - 4.6.1. Invoice date & number;
 - 4.6.2. Description of services rendered;
 - 4.6.3. Dates of said service(s);
 - 4.6.4. Cost of parts;
 - 4.6.5. Cost of labor and
 - 4.6.6. Cost of mileage, when applicable.
- 4.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

5. Appropriation of Funding:

- 5.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
 - 5.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
 - 5.1.2. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Contract.

Section D: Special Provisions, Exhibit C

1. Special Provisions:

- 1.1. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.1.1 of the original P-37 contract, Agreement, by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00."
- 1.2. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.3 by changing the last sentence of the clause to: Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy provisions.

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 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 16th day of May, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



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 May 10, 2013 at which a quorum of the Board was present and voting.

VOTED:

To authorize Tim Lord, Service Sales Representative, on behalf of Control Technologies, Inc. to enter into contract with the State of New Hampshire, Department of Corrections, 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 May 10, 2013, and that Tim Lord is the duly elected Service Sales Representative, respectively, of this corporation.

Attest:

Date: May 14, 2013

Assistant Secretary

Seal:

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

111 ZACHARY ROAD, MANCHESTER, NH 03109
Phone: (603) 626-6070 | www.controltechinc.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/19/2013

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 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: rnoble@rowleyagency.com	
INSURED Control Technologies, Inc. dba as Control Technologies a Representative of Siebe 121 Park Ave, Ste 10 Williston VT 05495	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Prop Cas Co of Amer	
	INSURER B: Travelers Indemnity Co	25658
	INSURER C: Farmington Casualty Co.	41483
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 13/14 General 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 INSR	SUBR 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			630-0729R918 \$10,000,000 PER PROJECT AGGREGATE W/PRIMARY AND NON CONTRIBUTORY COVERAGE WHEN REQUIRED BY WRITTEN CONTRACT	06/15/2013	06/15/2014	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
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810-1A707324	6/15/2013	6/15/2014	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP0729R918	6/15/2013	6/15/2014	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	06/15/2013	06/15/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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	6/15/2013 06/15/2013	6/15/2014 06/15/2014	\$300,000 LIMIT \$100,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Bid for NH Department of Corrections. The certificate holder is included as an additional insured as respects to general liability coverage when required by written contract with the named insured.

CERTIFICATE HOLDER NH Department of Corrections P.O. Box 1806 Concord, NH 03302-1806	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

ACORD 25 (2010/05)
INS025 (2010/05).01

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**New Hampshire Department of Corrections
Division of Administration
Contract/Grant Unit**

Comprehensive General Liability Insurance Acknowledgement Form

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

~~\$20,000,000~~ Per Claim ~~\$1,000,000~~ Per Incident/Occurrence ~~\$2,000,000~~ General Aggregate

[Signature]
Signature & Title

5-14-2013
Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS
ADMINISTRATIVE RULES

- COR 307 Items Considered Contraband. Contraband shall consist of:
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
 - (1) narcotics
 - (2) controlled drugs or
 - (3) automatic or concealed weapons possessed by those not licensed to have them.
 - b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
 - c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
 - d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
 - e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
 - f) Any intoxicating beverage.
 - g) Sums of money or negotiable instruments in excess of \$100.00.
 - h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
 - i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
 - j) Knives and knife-like weapons, clubs and club-like weapons,
 - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
 - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
 - (3) pornography or pictures of visitors or prospective visitors undressed,
 - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
 - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
 - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
 - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

- a) Any person or property on state prison grounds shall be subject to search to discover contraband...
Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.
- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain- view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.
- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Timothy Lord
Name

Daryl Caron
Witness Name

Tim Lord
Signature
Daryl Caron
Signature

5-14-2013
Date

5-14-2013
Date

NH DEPARTMENT OF CORRECTIONS
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
 - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
 - b. Giving or selling of anything
 - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Timothy Lord
Name

Tim Lord
Signature

5-14-2013
Date

Daryl Caron
Witness Name

Daryl Caron
Signature

5-14-2013
Date

NH DEPARTMENT OF CORRECTIONS
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of Corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the our organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Timothy Lord
Name

Daryl Caron
Witness Name

Tim Lord
Signature

Daryl Caron
Signature

5-14-2013
Date

5-14-2013
Date

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

TODD DESTARLAAS / Todd Destarlas
Printed Name/Signature of Contractor Employee

5-14-2013
Date

Timothy Lord in Lord
Printed Name/Signature of Contractor Representative

5-14-2013
Date

Control Technologies, Incorporated
Service Sales Representative
Organization and Title of Contractor Representative

Section E: NHDOC Inventory for HVAC Systems

Appendix A

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
	Air Handler Unit-A1 Steam Heat 460V 25HP Motor	Trane		6
	Air Handler Unit-A2 Steam Heat 460V 1.5HP Motor	Trane		6
	Air Handler Unit-B1 Steam Heat 460V 10HP Motor	Trane		5
	Air Handler Unit-B2 Steam Heat 460V 15HP Motor	Trane		4
	Air Handler Unit-B3 Steam Heat 460V 20HP Motor	Trane		9
	Air Handler Unit-A1 Steam Heat 460V 25HP Supply Motor, 5 Hp Return Motor, A/C Trane for CP3 only	Trane Trane Heat Wheel		8
	Air Handler Unit-C1 Steam Heat 460V 25HP Motor	Trane		4
	Air Handler Unit-C2 Steam Heat 460V 25HP Motor	Trane		2
	Air Handler Unit-C3 Steam Heat 460V 25HP Motor	Trane		5
	Air Handler Unit-C4 Steam Heat 460V 25HP Motor	Trane		3
	Air Handler Unit-C5 Steam Heat 460V 25HP Motor	Trane		5
	Air Handler Unit-C6 Steam Heat 460V 25HP Motor	Trane		5
	Air Handler Unit-C7 Steam Heat 460V 25HP Motor	Trane		5
	Air Handler Unit-D1 Steam Heat 460V 30HP Supply Motor, 25HP Return Motor	Trane Trane Heat Wheel		9
	Air Handler Unit-D2 Steam Heat 460V 25HP Supply Motor, 20HP Return Motor	Trane Trane Heat Wheel		9

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Section E: NHDOC Inventory for HVAC Systems

Appendix A

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
Administration	A/C Unit	Trane	RAUCC40BT133D000000	1

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
Central Control	A/C Unit	Trane	TTA060D400A0	1

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
Medical	A/C Unit	Trane	RAUCC30BT133D000000	1

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
Operations	A/C Unit	Trane	AC030X1322A	1

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
Visits	A/C Unit	Nordyne	P6SP090D	1

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Section E: NHDOC Inventory for HVAC Systems

Appendix A

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
Dorms	A/C Unit	Nordyne	R6GP130D235C	2

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
CCU	A/C Unit	Trane	TTA030C400A0	1

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
Education	A/C Unit	Trane	TTA120C400EA	1

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
CP 4	A/C Unit	Trane	TTB012C100A2	1

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
CP 5	A/C Unit	Trane	TTB012C100A2	1

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Section E: NHDOC Inventory for HVAC Systems

Appendix A

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
Kitchen				
	Exhaust Hood	Loren Cook Company	180 KSPB	2
	Exhaust Hood	Loren Cook Company	90 KSPB	1

Northern Correctional Facility (NCF)

Subset Location	Description	Make	Model	Quantity
Boiler				
	CB Package 300 HP	Cleaver Brooks	CB1700300015	2

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Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Administration, NW Attic	AC-3 Heat Air Handlers	Snyder General	MSL 11 4DH	1
	AC-3 Motor	Magneteck Century Electric	6355806-01	1
	AC-4 Air Handler	Snyder General	MSL 1280H	1
	AC-4 Motor	Marathon Electric	UK256TTER7329ENW	1
	AC-2 Air Handler	Snyder General	MSL 122DH	1
	AC-2 Motor	Magneteck Century Electric		1
	Return Fan 1 Cabinet	Greenheck		1
	Return Fan 1 Motor	Marathon Electric		1
	Return Fan 2 Combo Motor Starter	Greenheck		1
	Return Fan 2 Motor	Dayton Tri Volt	3N733	1
	Return Fan 3 Combo Motor Starter	Greenheck		1
	Return Fan 3 Motor 208V/5.9 Amps	Greenheck		1
	Exhaust Fan 37 Motor 120V/5.6Amps	Greenheck		1
	AC-1 Air Handler	Snyder General	MSL 122DH	1
	AC-1 Motor	Marathon Electric	UK256TTDR7329FNW	1
	Exhaust Fan 27 Disconnect 115V/1.8Amps	Greenheck		1
	Return Fan 6 Disconnect	Greenheck		1
	HV-8 Air Handler	Snyder General	LHD108CH	1
	HV-8 Motor	Magneteck Century Electric	6-357719-01	1
	Administration, Control	Exhaust Fan 29 Disconnect	Greenheck	
Exhaust Fan 29 Motor		Dayton Tri Volt	3N488B	1
Exhaust Fan 36 Disconnect		Greenheck		1
HV-10 Air Handler		Snyder General	LSL117DH	1
HV-10 Motor		Leeson	N213T17FB45B	1
Return Fan Disconnect (by HV-10)		Greenheck		1
Unit Heater-10 Cabinet (3 each)		Dunham-Bush		1
Exhaust Fan Motor (by AC-2)		Marathon Electric		1
Roof Exhaust Unit (large)				2
Roof Exhaust Unit (medium)				1

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Administration, Old Boiler Room				
	Exhaust Fan	Leeson	C4T17DJ2C	1
	Return Fan	Marathon Electric	UVJZ3TTDR7359BP L	1
	Cooling Tower	Evapco	AT8-63	1
	Centrifugal Chiller	York	YSCACAS2-CFE	1
	Chiller Control	Johnson Controls	NCE25	1
	Halogen Gas Monitor	Bacharach	3015-4200	1
	Chemical Station Controller	Walchen	WCT310-1N2	1
	Chemical Station Controller Pump 1	Pulsatron A-Plus		1
	Chemical Station Controller Pump 2	Mec-O-Matic (Pulsafeeder) Dolphin 50		2
	Pump #3	Taco	SD060040-4	1
	Pump #3 Motor	Baldor	EM3313T-8 213T	1
	Pump #2	Taco	SD060040-4	1
	Pump #2 Motor	Baldor	EM3313T-8 213T	1
	Pump #1	Taco	SD060040-4	1
	Pump #1 Motor	Baldor	EM3313T-8 213T	1
	VHW Pump #1	Taco	BB4010-9-0-CBB5CL 1 USELECT	1
	VHW Pump #2	Taco	BB4010-9-0-CBB5CL 1 USELECT	1
	Centrifugal Chiller (Cooling Tower) (Variable) Heat Exchanger (Hot Water) Heat Exchanger Shock Tank	York		1
				2
				2
				3
	Expansion Tank 1			1
	Expansion Tank 2 & 3			1
	Air Compressor			1
	Hot Water Pump			2

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Autobody				
	Space Heaters	Trane	JHSA-1265-8A-AAF	3

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Box 1				
	Boiler Ultra Series 3	Well McInain	80NG	1
	AC Unit	Mitsubitchi Mr. Slim		1

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Building 1 Mech				
	Laundry Compressor Motor	Baldor	L1322T	1
	Laundry Return Fan Motor	GE	5K182AX965	1
	Exhaust Fan EF28 Motor	Dayton	3H018G	1
	Kitchen Return Fan RF7 Cabinet	Greenheck	SQB-24-30	1
	Kitchen Return Fan RF7 Motor	Marathon	PVD182TTDR7026DF-L	1
	Main Compressor Motor	Dayton Tri-Volt	3N658A	1
	Main Compressor Motor	GE	5KW182BD205A	1
	Compressor Air Dryer	Johnson Controls	A-4423-2	1
	HV-3 Motor	Century	6-350192-02	1
	Return Fan RF6 Motor	Marathon Electric	PVB145TTDR7029ED	1
	HV-2 Motor	Century	6-350221-45	1
	Exhaust Fan EF20 Motor	Marathon Electric	PVD48517D2054E P	1
	Exhaust Fan EF21 Motor	Century	6-350221-45	1
	Heating Hot Water Pump 8 Impeller	Taco	BB3080 7.0	1

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Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Building1Mech				
	Heating Hot Water Pump 8 Motor	Marathon Electric	NVN184TTDP7026DF-L	1
	Heating Hot Water Pump 7 Impeller	Taco	BB3080 7.0	1
	Heating Hot Water Pump 7 Motor	WEG	00518EP3E184T	1
	Shock Tank			2
	Heat Recovery Unit 1	Barry Blower	270 VCR BI	1
	Heat Recovery Unit 2	Barry Blower	270 VCR BI	1
	Heat Recovery Unit 3	Barry Blower	270 VCR BI	1
	Exhaust Fan EF29 Motor	Marathon	PVB145TTDR7029ED W	1
	Exhaust Fan EF31 Motor	Dayton	2MXU7	1
	Exhaust Fan EF30 Motor	GE	5K43MG2814	1
	HV-4 Motor	Dayton	3KW94G	1
	HV-1 Motor	US Electric Motors	F-8591-09-901	1
	HV-1 Cabinet	Aeronix	PA-25	1
	AC-1 Cabinet	McQuay	MSL128DH	1
	AC-1 Motor	Baldor	M2515T	1
	Return Fan RF-5 Motor	US Electric Motors	F-9237Z-06-692	1
	Return Fan RF 17 Motor	US Electric Motors	F-5812A-00-770	1
	Shock Tank			1
	Expansion Tank			1
	Heat Recovery Pump 6 Motor	Marathon	NVL145TTDR7026DG W	1
	Heat Recovery Pump 6 Impeller	Taco	BB3006 6.2	1
	Heating Hot Water Pump 2 Motor	Marathon	PVA145TTDR7029ED W	1
	Heating Hot Water Pump 2 Impeller	Taco	BB3006 5.9	1
	Heating Hot Water Pump 1 Motor	Marathon	PVA145TTDR7029ED W	1
	Heating Hot Water Pump 1 Impeller	Taco	BB3006 5.9	1

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Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Building 1Mech	Centrifugal Chiller	PEH	048-BAAA	1
	Centrifugal Chiller Pump 3 Motor	Dayton	3N733	1
	Centrifugal Chiller Pump 3 Impeller	Taco	BB3009 7.9	1
	Centrifugal Chiller Pump 4 Motor	Dayton	3N733	1
	Centrifugal Chiller Pump 4 Impeller	Taco	BB3009 7.9	1
	Centrifugal Chiller Pump 5 Motor	Dayton	3N733	1
	Centrifugal Chiller Pump 5 Impeller	Taco	BB3009 7.9	1
	Bakery Space Heater	Modine	H533501	1
	Bakery Heat Recovery Unit	Z Pack	P2-8 48 X 740 52 X 207	1
	Tunnel Exhaust Fan	Marathon Electric	UWF48A110251K P	1
Pot & Pans Exhaust Fan		5K336N2A	1	
Ice Machines	Manitowoc	B570	2	
Chemical Station Controller	Walchen	WCT310-1N2	1	
Chemical Station Controller Pump 1	Pulsatron A-Plus		1	
Chemical Station Controller Pump 2	Mec-O-Matic (Pulsafeeder) Dolphin 50		2	

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Building A, Autobody	Space Heater	Trane	JHSA-126S-8A-AAF	3
Building A, Automotive Shop	Exhaust Fan	Airmaster	FD24T-E3A	1
	Space Heater	Trane	JHSA-126S-8A-AAF	3
	Exhaust 1 Motor	Baldor	3ph cat. M3154t	1
	Exhaust 2			1
	Gatehouse AC (split unit)	Sanyo	THS2432	1

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Administration, Bldg A, Sign Shop	Exhaust Fan/Collector	Binks	30 4307	1
	HV-7	Snyder General	LHD111CH	1
	Exhaust Fan	Greenheck		2
	Space Heater	Dunham-Bush	W-400-C	1
Administration, Bldg A, Plate Shop				
	HV-6	Snyder General	LHD111DH	1
	Space Heater	Dunham-Bush	W-400-C	1
	Main Air Compressor w/ Air Dryer	Curtis		1
Administration, Bldg A, Print Shop				
	HV-5	Snyder General	LHD111CH	1
	Space Heater	Dunham-Bush	H-175-C	2
	Exhaust Fan	Greenheck		1
	Space Heater	Dunham-Bush	H-100-C	1
	AC Unit	Sanyo	K53652	1
Administration, Bldg A, Furniture Shop	HV-4	Snyder General	LHD111CH	1
	AC-5	Snyder General	LHD111DH	1
	Return Fan			1
	HV-3	Snyder General	LHD111DH	1
	Space Heater	Dunham-Bush	H-400-C	1

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Building A, Roof	AC Unit (split unit w/ Print Shop0	Sanyo	C3632A	1
	Exhaust Fan (large)		GB-14-3	2
	Exhaust Fan (small)		G-70-DCEX-OD	2
	Exhaust Fan (medium)		G-95-DCEX-OD	1
Building B, Woodshop	Roof Exhaust Unit (large)			1
	HV-1	Snyder General	LHD122DH	1
	Spray Booth Exhaust Fan	Binks	30-4308	1
	Chemical Room Exhaust Fan			1
	Space Heater	Dunham-Bush	H600-C	1
Building B, HobbyCraft	HV-2	Snyder General	LHD128DH	1
	Space Heater	Dunham-Bush		1
	Exhaust Fan	Dayton	4C360A	1
Building B, Gym	Exhaust Fan			2
	Circulating Fan			1
	Overhead Heaters (steam)	Trane		6
	Overhead Unit Heater (steam)	(BTU 20,000)		4
	Exhaust Fan			2
Building B, Compressor Room	Exhaust Fan			1
	Air Compressor	Curtis	6DF4ED	1
	Space Heater	Dunham-Bush		1

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Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Building B North Bubble Control				
AC Unit	(BTU 13000-13100)			1
North Tank	Radiant Floor Heat			1
CCU				
Roof Exhaust Unit (side mount)				2

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
H Building	Return Fan 2	Greenheck	BSQ-13-10	1
	Return Fan 3	Greenheck	BSQ-13-10	1
	Roof Exhaust Unit (smoke evac)			6
H Building, Ceiling Space Heater				
	Hot Water Pump (p-1) motor	Baldor	M3305T	1
	Hot Water Pump (p-1) impeller	Taco	BB4010 9.5	1
	Hot Water Pump (p-2) motor	Baldor	M3305T	1
	Hot Water Pump (p-2) impeller	Taco	BB4010 9.5	1
	Shock Tank	Neptune		1
	Air handler (HV-8) cabinet	Snyder General	LYF117DH	1
	Air handler (HV-8) motor	Magnetek Century Electric		1
	Expansion Tank	Taco		1
	Exhaust Fan	Greenheck	DSQ-80-DGEX-OD	1
H Building, A-Pod				
	HV-5 w/ Exhaust Fan	Snyder General	LHD106CH	1

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
H Building, B-Pod	HV-6 w/ Exhaust Fan	Snyder General	LHD106CH	1
H Building, C-Pod	HV-2 w/ Exhaust Fan	Snyder General	LHD106CH	1
H Building, D-Pod	Exhaust Fan	Snyder General	LHD106CH	1
H Building, E-Pod	HV-4	Snyder General	LHD106CH	1
	Return Fan 4	Greenheck	BSQ-13-10	
	Exhaust Fan 4	Greenheck	BSQ-8-5	1
H Building, F-Pod	HV-4	Snyder General	LHD106CH	1
	Return Fan 4	Greenheck	BSQ-13-11	1
	Exhaust Fan 4	Greenheck	BSQ-8-6	1
H Building, Penthouse	AC-1	Snyder General	LSL106CH	1
	HV-9	Snyder General	LYF117DH	1
	AC-1 Condenser	Snyder General	ALP013C	1
	Air Compressor	Curtis	6DF4E0	1
	Return Fan 5	GE	5KCP33GN288GS	1
H Building, Roof	Exhaust Fan	GE	5KCP33GN288GS	1
H Building, Upstairs	Exhaust Fan VF-8			
	HV-7	Snyder General	LYF117DH	1

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Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Kitchen/Laundry				
	Roof Exhaust Unit (medium)	McQuay	LSL106CH	3
	Roof Exhaust Unit (small)	Century	6-350220-10	2
	AC-4 Cabinet	McQuay	LSL111CH	1
	AC-4 Motor			1
	AC-3 Cabinet			1
	AC-3 Motor			1
	AC-2 Cabinet	McQuay	LSL111CH	1
	AC-2 Motor	Century	6-350221-41	1
	Exhaust Fan EF22	Penn Ventilation	3C755C	1
	Return Fan RF8 Motor	GE	5K37PN2	1
	Return Fan Motor	Dayton	5N304	1
	Return Fan Motor	Marathon		1
	Ductwork Motor (laundry)	Dayton	3KX04G 3'X3'X60'	1

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Maintenance				
	Space Heater	Modine	PAH130AF	1
	Space Heater	Modine	PAH130AF	1
	Space Heater	Modine	PAH130AF	1
	Air Handler	York Diamond	90/G-HD0605A	1
	Space Heater	Modine	PAH130AF	1
	Heat/AC Unit	York	DINA018N0360C	1

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Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
MCN				
	Air Handler (MZ-1)	Trane	31A	1
	Supply Fan Motor	Dayton	3N662A	1
	Return Fan Cabinet		SOB-30-50	1
	Return Fan Motor	Dayton	3N733	1
	Space Heater	Dunham-Bush	H-175-0	2
	Air Handler (MZ-2)	Trane	31A	1
	Supply Fan	Leeson	N254T17FE13B	1
	Return Fan Motor	Marathon Electric	NVN184TTDR7026DF	1
	Air Compressor (Comp # 1), (2 motors 480V)	Johnston Controls		1
	AC Unit			
	Radiant Floor Heat (pipes & electric lines)			

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Minimum Custody South (MCS)				
	Air Handler (MZ-1)	Trane	31A	1
	Supply Fan Motor	Dayton	3N662A	1
	Return Fan Cabinet		SOB-30-50	1
	Return Fan Motor	Dayton	3N733	1
	Space Heater	Dunham-Bush	H-175-0	2
	Air Handler (MZ-2)	Trane	31A	1
	Supply Fan	Leeson	N254T17FE13B	1
	Return Fan Motor	Marathon Electric	NVN184TTDR7026DF	1
	Air Compressor (Comp # 1), (2 motors 480V)	Johnston Controls		1
	AC/Heat	GE	A255H 15 DABM	1
	South Tank Space Heater	Marley	AWJ4408D	1

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NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Misc, Ice Room Bldg 1				
	Space Heater	Airtherm	HR-27	1
	Space Heater	Dunham-bush	TT-175-0	1
	HV-5	McQuay	LHDI06CH	1
Misc, Courtyard Bldg 1				
	Cooling Tower	Baltimore Air Coil		1
Misc, FCC				
	Return Fan	Mitsubishi Electric	R410A	1

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
North Yard Gatehouse 1				
	AC (split unit)	Sanyo	THS2432	1

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Outside Boiler Room				
	Boiler	Cleaverbrooks	CB 350 HP	3
	Air Handler	Trane	H5A1L01L0AL	1
	Air Handler	Trane	CCDB21AV0C	1

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Outside Canteen				
	Space Heater	Modine	PAH90AF	2

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NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
R&D	Roof Exhaust Unit (large)			2

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Secure Housing Unit (SHU)				
	Pump	Lincoln		1
	Pump Impeller	Taco		1
	Recirculating Pump # 1	Emerson		1
	Recirculating Pump # 2	General Motors		1
	Supply Fan	Baldor		1
	AC Unit	GE Electric		1
	Exhaust Fan (unit)	Dayton		1
	Heat Transfer Wheel (unit)	Emerson		1
	Heat Wheel Gear Drive	LMO-06		1
	Return Fan (unit)	AO Smith		1
	Exhaust Fan (bldg)	Marathon		1
	Compressor			1
	Compressor			1
	Dryer	Hankison		1
	Backflow Preventer	Watts		1
	Pressure Regulator	Watts		1
	Safety Relief Valve	Watts		1
	Temp Gauges			13
	Temp Controllers			13
	Transmitters			13
	Trunk Supply (10" x 12")			648'
	Trunk Return (14" x 20")			648'
	Branch for Cells Supply (6" x 1')			1920'

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Secure Housing Unit (SHU)				
	Branch for Cells Return (6" x 1')			1920'
	Branch for Cells Supply (6" x 1')			3840'
	Branch for Cells Return (6" x 1')			3840'
	Trunk Supply (18" x 12")			50'
	Trunk Return (18" x 12")			50'
	Branch (6" x 1')			40'
	Supply (2' x 4')			125'
	Return (2' x 4')			125'
	Roof Exhaust Unit (side mount)			1
	AC Unit	Carrier		1
	AC Unit	Fedders		1
	Space Heater	Modine		2
	AC Unit AHU-3	Carrier		1

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
SPU				
	Accu 1 (split-unit)	Mitsubishi Electric	PUY-AIZNHA4 R4104	1
	Accu 2	Mitsubishi Electric	PUY-AIZNHA4 R4104	4
	Space Heater PUH-4	Vulcan	HV-024	1
	Air Handler ERU-1	Innovent	ERU-SS-PL-3000-FF-HW-460	1
	Shock Tank	Neptune	DBF-5HP	1
	Expansion Tank ET-1	Taco	001-398	1
	Hot Water Pump HWP-1	Leeson	C4T17DC3F	1
	Hot Water Pump HWP-2	Leeson	C4T17DC3F	1
	Variable Hot Water Pump VFD-HWP-1	ABB Inc.	ACH550-PCR-03A3-4	1
	Variable Hot Water Pump VFD-HWP-2	ABB Inc.	ACH550-PCR-03A3-4	1
	Heat Exchanger HX-1			1
	Smoke Damper X45	Belmo	FSLF120-S US	1
	ERU Water Pump CP-1	Leeson	C4C17DC8J	1

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Men (NHSP-M)

Subset Location	Description	Make	Model	Quantity
Vocational Training	Steam Heat Cast Iron Radiators			

NH State Prison Warehouse

Subset Location	Description	Make	Model	Quantity
Warehouse	Boiler	Raypack	Xtherm H7-1005	2
	Exhaust Hood	Greenheck	GB-300-7	2
	Exhaust Fan	Greenheck	GB-100-4XQD-2A	2
	Exhaust Fan	Greenheck	G-90-DGEX-QD	1
	AC Unit	York	D3CE060A25C	1
	Air Handler	Greenheck	RSF180-15	2
	Fresh Air Intake	Greenheck	FHI36X36	1

NH State Prison Farm

Subset Location	Description	Make	Model	Quantity
Farm	Boiler			1

Probation and Parole District Office

Subset Location	Description	Make	Model	Quantity
Vocational Training	Boiler	Weil McLain Ultra	310 Series 3	2

NH State Prison for Women (NHSP-W)

Subset Location	Description	Make	Model	Quantity
	Ductless Splits 9000 BTU	Comfort Air		3

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Section E: NHDOC Inventory for HVAC Systems

Appendix A

NH State Prison for Women (NHSP-W)

Subset Location	Description	Make	Model	Quantity
	Ductless splits 9000 BTU	Comfort Air		1
	Ductless split	Friedrich		1
	Ductless split/heat pump	Mitsubishi		1
	Heating Units (heat only)	Mitsubishi		2
	Air Handling Unit (heat only)	Herman Nelson		2
	Air Handlers (heat only)	AAF		2
	Exhaust Fan Units	McQuay		4
Kitchen	Exhaust Fan Unit	Dayton		1

Community Corrections

Subset Location	Description	Make	Model	Quantity
North End House (NEH)				
	Boiler	Weil Mclain Ultra	310 Series 3	2
	Air Handler	Mor-Flo/American		1
Shea Farm				
	Boiler	Weil Mclain Ultra	310 Series 2	2
Calumet				
	Boiler	Weil Mclain Ultra	310 Series 2	2
Minimum Security Unit (MSU)				
	Boiler	Weil Mclain Ultra	310 Series 3	4
	AC	York	HDB060506A	1
	AC	Thermal Zone	TZAA-330-2A757	1
	Air Handler	York	G+HC024AA "Refig R22	1
	Air Handler	York	G+HC060AA "Refig R22	1

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Various terms and abbreviations are used within the RFP that may not be familiar to all readers. This glossary term and acronym list is an attempt to help make reading these documents easier and more understandable.

Term	Acronym	Description/Definition
Americans with Disabilities Act	ADA	Relevant sections of this Act detail the requirements for audible and visual indicating appliances and mounting heights for manual pull stations.
Closed Custody Unit	CCU	
CJIS Systems Officer	CSO	
Criminal Justice Information Services	CJIS	Is a division of the US Federal Bureau of Investigation and created to reduce terrorist and criminal activities by maximizing the ability to provide timely and relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies concerning individuals, stolen property, criminal organizations and activities, and other law enforcement related data.
Damper Control		Air handling system dampers may be opened or closed, as applicable, to isolate and exhaust smoke, and to control pressurization of the areas surrounding a fire.
District Office	DO	
Environmental Protection Agency	EPA	An agency of the United States federal government which was created for the purpose of protecting human health and the environment by writing and enforcing regulations based on laws passed by Congress.
Equal Employment Opportunity	EEO	
Governor and Executive Council	G&C	
Health Insurance Portability and Accountability Act	HIPAA	
Heating, Ventilation and Air Conditioning (HVAC)	HVAC	
Minimum Security Unit	MSU	
Northern NH Correctional Facility	NCF	
NH Department of Corrections	NHDOC	
NH Department of Environmental Services	NHDES	
NH State Prison for Men	NHSP-M	
NH State Prison for Women	NHSP-W	
Northern NH Correctional Facility	NCF	

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

Occupational Safety & Health Administration	OSHA	
Probation & Parole Office	PPO	
Reception & Diagnostic	R&D	
Request for Bid	RFB	
Request for Information	RFI	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the state subordinate to the New Hampshire State Constitution.
Secured Housing Unit	SHU	
Secured Psychiatric Unit	SPU	
State of NH Long Form Contract	P-37	
Transitional Housing Unit	THU	
Transitional Work Center	TWC	

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

*State of NH, Department of Corrections
Division of Administration, Bureau of Logistics*

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Vendor Initials: TCL