



**New Hampshire  
Employment  
Security**

www.nhes.nh.gov

"We're working to keep New Hampshire working"

ADMINISTRATIVE OFFICE

45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER

RICHARD J. LAVERS, DEPUTY COMMISSIONER

November 19, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

To authorize New Hampshire Employment Security (NHES) to enter into a contract with Trane U.S. Inc. (VC#175233), Bedford, NH, in the amount not to exceed \$327,500 for heating, ventilation, and air conditioning (HVAC) system preventive maintenance and repairs at the Concord, NH Tobey Building location from the date of Governor and Council approval through June 30, 2019. 100% Federal funds.

Federal funds to support this request are available in the following account in State FY 2016 and FY 2017 with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified. Funding for State FY 2018 and 2019 is contingent upon the availability and continued appropriation of funds.

STATE FISCAL YEAR

					<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	
02	-	27	-	270010 - 8040	DEPT OF EMPLOYMENT SECURITY				
10	-	02700	-	80400000 - 048 - 500226	Contractual Repairs, Building & Grounds	\$79,600	\$81,100	\$82,600	\$84,200
Vendor Code:					175233 Trane U.S. Inc.				
RQ#:					TBD				

EXPLANATION

Pursuant to the terms of our inter-agency lease with the Department of Administrative Services approved by Governor and Council as item #17 on December 19, 2012, NHES is requesting approval of the attached contract for HVAC system preventive maintenance and repair services at the Concord, NH Tobey Building location. The contract total of \$327,500 is for the period from the date of Governor and Council approval through June 30, 2019.

A competitive bid process was undertaken for HVAC services at the Concord NHES location. A "Request For Proposal" (RFP) was sent to one (1) vendor which was obtained from an agency vendor database as there were no responses to our various advertisements. The vendor submitted a bid for HVAC system preventative maintenance and repair services. A review of the submitted bid resulted in the selection of the only responding bidder for the selected service. An RFP list with bid information is attached.

Respectfully submitted,

George N. Copadis  
Commissioner

GNC/jdr  
Attachments

**TOBEY HVAC PROJECT**  
**MANDATORY PRE-BID CONFERENCE 8/05/15 @ 10AM, 45 S. Fruit St., Concord**  
**BID OPENING: 8/14/15 @ 2:00:PM**  
**1 RFPs Distributed 1 Bid Submitted: 0 Ad; 0 Internet; 1 NHES Database Response**

Vendor	Bid Ascertained Via	Vendor Information	BID
Trane Rory Beard	NHES Database	47 Constitution Drive, Bedford, NH, 03110 603-637-4017 <a href="mailto:Rory.Beard@Trane.com">Rory.Beard@Trane.com</a>	Labor, 8-5: \$153 (controls); \$132 (mechanicals) Labor, OT: \$229.50 (controls); \$198 (mechanicals) mark-up for controls & mechanicals = 10% PM costs: FY16 = \$49,600; FY17 = \$51,100; FY18 = \$52,600; FY19 \$54,200

Ads: Union Leader, NH-PTAP, Construction Summary, Onvia, MyBid, Reed Business, IsQft, McGraw-Hill, Works In Progress, etc.  
 NHES Database: All bidders previously responding to similar NHES projects advertised in Newspaper or on Internet.

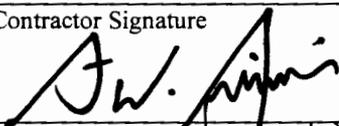
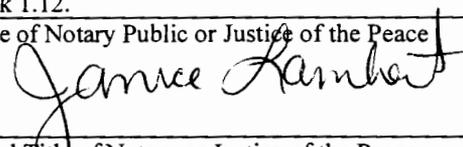
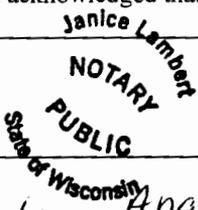
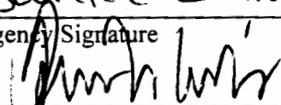
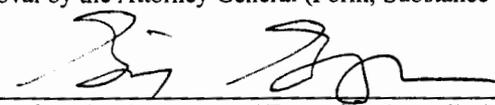
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Employment Security		1.2 State Agency Address 45 South Fruit Street, Concord, NH 03301	
1.3 Contractor Name Trane U.S. Inc. [VC175233 P002]		1.4 Contractor Address 47 Constitution Drive, Bedford, NH 03110	
1.5 Contractor Phone Number 603-637-4017	1.6 Account Number 10-027-8040-048-500226	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$327,500.00
1.9 Contracting Officer for State Agency George N. Copadis, Commissioner		1.10 State Agency Telephone Number 603-228-4000	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Scott W. Smillie, Assistant Secretary	
1.13 Acknowledgement: State of <u>Wisconsin</u> , County of <u>Lacrosse</u> On <u>November 18, 2015</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that 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]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Janice Lambert, Collection Analyst</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory George N. Copadis, 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) (if applicable) By:  On: <u>11/19/15</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

## EXHIBIT A

### SCOPE

NH Employment Security (NHES) intends to contract for HVAC Building System Management, full service contract, including inspections/testing, time and materials repair work as needed, and interfacing with agency-wide HVAC contractor as needed. Work consists of all labor, tools, equipment, materials, products, and transportation necessary to provide preventive maintenance services, which includes inspections, for NHES Administrative Services Tobey Building Ice Generation and Storage Chiller Plant System: Trane Tracer SC; Chiller Plant, including but not limited to air cooled chiller, pump house, chiller plant controller, dry cooler and ice storage system and Air Handling Units with Trane CDQ technology. Contractor must be able to provide repairs and install replacement units/parts on a time and materials basis. Contractor is responsible for obtaining all materials, permits, and approvals required for work performed under this contract. ALL items covered are part of Trane system.

### CONTRACTOR QUALIFICATIONS

Contractor must have a minimum of five (5) years' experience working with Ice Generation and Storage Chiller Plant systems.

Contractor must be factory certified and trained on Trane Tracer SC building management system.

Contractor must be Trane factory certified in preventative maintenance for Trane CGAM chillers, and Trane CDQ air handling units.

NHES prefers Contractor have NH located personnel to ensure one (1) hour emergency response requirements.

### FREQUENCIES OF EXAMINATIONS

Contractor will perform ALL inspections/testing including, but not limited to, cleaning/replacing filters, performing preventive maintenance and inspections on schedule arranged directly with NHES representative.

Controls inspections/examinations will be done a minimum of twice monthly throughout the year.

Mechanical Units inspections/examinations will be done a minimum of four (4) times annually.

### SPECIFICATIONS

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

Furnish all labor/materials required to service/repair system to maintain equipment in excellent operating condition.

NHES expects unused fiscal year funding to be available in subsequent fiscal years, for duration of contract. NHES expects flexibility regarding authorized funding, for use as needed. Contract will allow for purchases & leases as needed, in addition to inspections, repairs and maintenance.

## **UNITS COVERED**

### **Tracer SC AHU Controls Support**

- A. Connect Service Tool
- B. System Controller Inspection
- C. Verify System Software Programming
- D. Sequence of Operation Verification
- E. Loop Tuning
- F. Review System Results
- G. Disconnect Service Tool

### **Loop Tuning**

- A. Review System
- B. Disconnect Service Tool

### **Tracer SC Sensor Calibration**

- A. Connect Service Tool
- B. Calibrate Temperature 1-5 Sensor(s)
- C. Calibrate Temperature 6-10 Sensor(s)
- D. Calibrate Temperature 11-15 Sensor(s)
- E. Calibrate Temperature 16-20 Sensor(s)
- F. Calibrate Air Differential Pressure 1-5 Sensor(s)
- G. Calibrate Air Differential Pressure 6-10 Sensor(s)
- H. Calibrate Air Differential Pressure 11-15 Sensor(s)
- I. Calibrate Air Differential Pressure 16-20 Sensor(s)
- J. Calibrate Water Differential Pressure 1-5 Sensor(s)
- K. Calibrate Water Differential Pressure 6-10 Sensor(s)
- L. Calibrate Water Differential Pressure 11-15 Sensor(s)
- M. Calibrate Water Differential Pressure 16-20 Sensor(s)
- N. Calibrate Humidity 1-5 Sensor(s)
- O. Calibrate Humidity 6-10 Sensor(s)
- P. Calibrate Humidity 11-15 Sensor(s)
- Q. Calibrate Humidity 16-20 Sensor(s)
- R. Calibrate CO/CO2 1-5 Sensor(s)
- S. Calibrate CO/CO2 6-10 Sensor(s)
- T. Calibrate CO/CO2 11-15 Sensor(s)
- U. Calibrate CO/CO2 16-20 Sensor(s)
- V. Disconnect Service Tool
- M. Coil Cleaning with Solution

### **CGAM Chiller:**

#### **Air Cooled Scroll Seasonal Shut Down**

- A. Customer Notification
- B. Initial Site Inspection
- C. Review Diagnostics
- D. Lock Out Tag Out
- E. Check Glycol Level
- F. Check Heater Strips
- G. Drain BPHE

### **Tracer SC RTU Controls Support**

- A. Connect Service Tool
- B. System Controller Inspection
- C. Verify System Software Programming
- D. Sequence of Operation Verification

### **Tracer SC System Analysis and Review**

- A. Operator Workstation Inspection
- B. System Controller Inspection
- C. Verify System Software Programming
- D. System Back-Up
- E. Customer Review – 30 Minutes
- F. Software Service Pack Update  
Update Per Workstation and/or BCU

### **GCAM Chiller: Air Cooled Scroll Seasonal Start-Up**

- A. Customer Notification
- B. Initial Site Safety Inspection
- C. Lock Out Tag Out
- D. Electrical Inspection – Control Panel
- E. Inspect Strainer & Pump – BPHE Seasonal Start-Up
- F. Remove LOT & Check Heater Operation
- G. Compressor Oil Level Pre-Start
- H. TechView/KestrelView Connection
- I. Pre-Start Chiller Check CGAM
- J. Seasonal Start Unit-CGAM
- K. Compressor Oil Level Check
- L. Acid &/or Moisture Sample Test Per Circuit

### **CGAM Annual Inspection**

- A. Customer Notification
- B. Initial Site Inspection
- C. Visual Condenser Coil Check
- D. Lock Out Tag Out
- E. Electrical Inspection
- F. Meg Compressor Motor(s)
- G. Remove Panels
- H. Compressor Oil Level Check- Air-Cooled Scroll
- I. Oil Analysis - Air-Cooled Scroll
- J. Strainer Maintenance - BPHE Units
- K. Inspect Piping – CGAM
- L. Condenser Fan Blade Cleaning
- M. TechView/KestrelView Connection
- N. Review Diagnostics
- O. Check Fans for Rubbing
- P. Check EXV Sight Glass
- Q. Reinstall Panels
- R. Run Service Report From Kestrel View
- S. Techview/Kestrel View Disconnection
- T. Clean and Repaint

### **Performance Climate Changer CSAA Annual Inspection**

- A. AHU Visual Equipment Inspection
- B. Supply Fan & Motor Inspection (Air Handler)
- C. Condensate Drip Pan Treatment
- D. Condensate Inspection
- E. Heating Coil Cleaning
- F. Air Handler Filter Inspection
- G. Check Damper
- H. AHU Supply Fan Cleaning (High Performance Building)
- I. Electrical Inspection (AHU)
- J. Meg Supply Fan with VFD (Intellipak)
- K. UV Light Inspection
- L. Start Up Seasonal Heating (Steam/Hot Water)
- M. Seasonal Heating Check (Natural gas/Propane) 2 Stage Heating
- N. Seasonal Heating Check (Electric)
- O. CDQ & Energy Wheel Cleaning

### **Quarterly Inspection for Performance Climate Changer CSAA**

- A. AHU Visual Equipment Inspection
- B. Supply Fan and Motor Inspection (Air Handler)
- C. Condensate Inspection
- D. Condensate Drip Pan Treatment
- E. Coil Inspection (Climate Changer)
- F. Air Handler Filter Inspection

### **Maintenance procedure for Variable Frequency Drives**

- A. Lock out, tag out (Drives)
- B. Visually inspect panel for loose or damaged parts or wiring and any accumulation of dirt or moisture
- C. Using dry nitrogen, clean the cabinet and heat sink
- D. Inspect wiring and connections for tightness and signs of overheating and discoloration
- E. Remove Lock Out Tag Out and Restore Power
- F. Take volt and amp measurements and record
- G. Verify proper operation of the unit

### **Dry Cooler Annual Inspection**

- A. Customer Notification
- B. Initial Site Inspection
- C. Visual Coil Check
- D. Lock Out Tag Out
- E. Electrical Inspection
- F. Meg Compressor Motor (s)
- G. Condenser Fan Blade Cleaning
- H. Review Diagnostics
- I. Check Fans for Rubbing
- J. Coil Cleaning

## **RESPONSE TIME REQUIREMENTS**

Contractor must be on call 24/7/365 - 24 hours a day, 365 days a year, and must provide phone number for 24 hour manned telephone.

Contractor must guarantee emergency response within an hour of emergency service call.

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

## **REPORTS/RECORDS**

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

### **Building Performance Intelligent Response Service**

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

#### **I. Remote Monitoring Facility & Staffing Minimum Requirements:**

- A. Contractor will have 24/7/365 monitoring of *up to 60* of their most critical alarms from a dedicated remote facility staffed with HVAC technical specialists.
- B. Original Equipment Manufacturer (OEM) Monitoring center must have full redundancy in systems at data center level to fully support 24/7/365 operation, including, but is not limited to, electrical, phone, database, and support systems.
- C. Monitoring Center controls specialists must have field expertise in HVAC applied systems operations.
- D. Facility controls specialists must be factory-trained and certified in Building Automation Systems (BAS).
- E. In the event of an outage at the primary remote center, a redundant site must be in place to provide additional backup and support.
- F. To ensure quality standards, monitoring center must have shift supervisors available for any escalated measures 24/7/365 and must record all telephone interactions with monitoring facility.
- G. NHES must provide connectivity required for remote monitoring to Direct Digital Control (DDC) contractor, as well as annual costs of maintaining connectivity (*for example, phone line, internet, et cetera*). The ability to connect remotely is contingent on receiving permission for remote access from NHES.

#### **II. Building Performance (BP) Reporting Requirements**

- A. Contractor must run and provide report showing baseline performance of building.
- B. Remote facility HVAC experts will translate auto-generated raw system analytical data into reports for NHES that diagnoses system performance against expectations. In addition, electric and gas pulse meter data is gathered in order to track annual energy consumption for benchmarking purposes and reporting.
- C. Reports will contain charts and graphs generated in real-time from actual building data to illustrate issues with performance and opportunities for improvement. Reports will be detailed and quantified by DDC account representative *weekly*. Subsequently, when pursuing changes, change(s) effectiveness validation is done by the same auto-generated, real-time building data during future reports and meetings with DDC account representative.
- D. Remote BP system must provide an automatic analysis capability.

- E. Auto-generate charts and graphs from remote monitoring analytics system so that no interpretation is necessary for any of the points listed in **Capabilities and Testing**, at a minimum.
- F. Charts and graphs must be printable, implemented into a report, or exported into a matrix spreadsheet system, such as Microsoft Excel. For all points listed under **Capabilities and Testing**, Remote BP system must be capable of indicating real evidence of failures and exceptions that could result in energy savings or improved performance.
- G. Among these failures and exceptions, Remote BP system must indicate severity of issue by outlining:
  - 1) most recent failure,
  - 2) count of failures and exceptions throughout building history for a particular point,
  - 3) most dramatic failure or exception for a particular point,
  - 4) first time the exception or failure was generated.
- H. DDC contractor must illustrate operating issues associated with failure or exception and share opportunities to correct it. These custom reports, created by technical experts analyzing continuous building data and presented by DDC contractor within the context of business objectives, will provide a pathway to a building that performs optimally in terms of comfort, energy-efficiency, and serviceability throughout its lifecycle.

**WORK AREA**

- A. Work areas will be left clean.
- B. Whenever working on roof-top units, Contractor **must** stay on roof pads as damage can result from **not** adhering to this specification.

**NH EMPLOYMENT SECURITY RESPONSIBILITY**

NHES must provide connectivity required for remote monitoring to Direct Digital Control (DDC) contractor, as well as annual costs of maintaining connectivity (*for example, phone line, internet, et cetera*). The ability to connect remotely is contingent on receiving permission for remote access from NHES.

**SAFETY ISSUES and COMPLIANCE REQUIREMENTS**

- A. Safety and protection of NHES personnel and property, of NHES clients, and of Contractor is of utmost concern. Work will interfere as little as possible with NH Employment Security business. Contractor will, at his own expense wherever necessary or required, furnish safety devices and take all precautions necessary to protect life and property.
- B. Work will be compliant with all existing municipal, state and federal safety laws, rules, regulations and standards including but not limited to OSHA and U.S. Department of Labor to ensure safety of workers, NHES staff, Contractor, and the general public.
- C. Damages to NH Employment Security property or adjacent property will be the responsibility of Contractor. Contractor will repair all damages at no cost to NH Employment Security.
- D. Rubbish and debris will be promptly removed from premises as it occurs. All materials will be properly disposed of off-site in strict accordance with all applicable laws, rules, regulations and ordinances.

**NHES CONTACT for WORK PERFORMED UNDER CONTRACT**

**NHES contact** for work performed under this contract is **Plant Maintenance Engineer III, Jesse Propri, who can be reached via telephone @ (o) 603-228-4027, (c) 603-419-9757, or email: [Jesse.B.Propri@nhes.nh.gov](mailto:Jesse.B.Propri@nhes.nh.gov)**. Mr. Propri will direct all work efforts performed under this contract. No work will be done without prior NHES authorization.

**Direct Contractual or invoice questions to Helen A. Dinsmore**, who can be reached via telephone (o) 603-228-4158, or email: [Helen.A.Dinsmore@nhes.nh.gov](mailto:Helen.A.Dinsmore@nhes.nh.gov).

**SCHEDULING & MILEAGE**

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

**EXHIBIT B**

**PROFESSIONALISM & INVOICING**

Contractor employees will work professionally, in a manner compliant with existing municipal, state, and federal safety laws, rules, regulations and standards including, but not limited to, OSHA and U.S. Department of Labor, to ensure safety of workers, NHES staff and the general public.

NHES reserves the right to request Contractor removes any employee for any reason NHES deems appropriate. Work will be compliant with bid specifications, Exhibit A, and breakdown below.

Contractor will invoice NHES upon completion and acceptance of each job. NHES will make payment through normal state payment process, up to 30 days following receipt of approved invoice. Travel time may apply and will be the same as rates for work performed. Mileage rates may apply, and may exceed state mileage rates.

NHES expects unused fiscal year funding to be available in subsequent fiscal years, for duration of contract. NHES expects flexibility regarding authorized funding, for use as needed. Contract will allow for inspections, repairs, maintenance, purchases and leases, as needed.

**Monday – Friday**

**8AM-5PM On-Site Hourly Rates**

<b>Controls</b>	<b>Mechanicals</b>
\$153	\$132

**Off Hours/Weekends/Holidays**

<b>Controls</b>	<b>Mechanicals</b>
\$229.50	\$198

**Replacement Parts Mark-Up  
10%**

**Delivery and Installation of Emergency Chiller  
\$42,000 per month**

**PM Annual Cost: \$207,500.00**

**T&M Repairs Annual Cost: \$120,000**

<b>FY16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>	<b>FY16</b>	<b>FY17</b>	<b>FY18</b>	<b>FY19</b>
\$49,600	\$51,100	\$52,600	\$54,200	\$30,000	\$30,000	\$30,000	\$30,000

**Total agreement not to exceed \$327,500.00**

Invoice must include: **Date work was done, hours worked, hourly rate and all applicable rates, job site address, & itemized listing of materials used.** Contractor will list parts/supplies used to complete job at cost plus.

**Invoices will be sent to:**

**Helen A. Dinsmore  
NH Employment Security  
45 South Fruit St  
Concord NH 03301-4857**

Initial: A.W.A.  
Date: 11.18.15

## EXHIBIT C

### **TERM & EXTENSION**

This agreement begins upon Governor & Council approval and terminates June 30, 2019.

### **TERMINATION**

If Contractor fails to perform services as required, this agreement will without notice become void and of no effect, with no liability on the part of NHES beyond the date on which Contractor fails to perform services.

Either party may terminate this agreement at any time by providing written notice of termination, by certified mail, at least thirty (30) days prior to effective date of termination.

### **CONFIDENTIALITY, CRIMINAL RECORD**

Contractor personnel scheduled to enter NHES facility must have a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** and a **CRIMINAL RECORDS FORM** on file at NHES.

### **DAMAGE**

Contractor agrees that damage to building(s), materials, equipment or other property resultant from service will be repaired at his expense. Contractor agrees to return all buildings, materials, equipment or property to its original or better condition, confirmed by NHES acceptance in writing.

### **SUB-CONTRACTING**

Contractor will not assign, subcontract or otherwise transfer any duty obligation, or written performance required by this agreement without prior consent of NH Employment Security.

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

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

### **DAVIS-BACON ACT - N/A**

Davis-Bacon Act and Related Acts apply to contractors/subcontractors performing on federally funded/assisted contracts exceeding \$2,000 for construction, alteration, or repair of public buildings or public works. Under these Acts contractors and subcontractors must pay laborers and mechanics prevailing wages and fringe benefits for corresponding work on similar projects in the area, as determined by Department of Labor.

### **AMERICANS WITH DISABILITIES ACT**

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

### **PAYMENT BOND/MILLER ACT - N/A**

Contractor agrees to comply with The Miller Act bond requirement and NHRS 447:16. **A Payment Bond, with a surety satisfactory for protection of all persons supplying labor and material in carrying out work provided for in the contract. Amount of payment bond will equal total amount payable by terms of contract unless officer awarding contract determines, in writing supported by specific finds, that a payment bond in that amount is impractical, in which case contracting officer will set amount of payment bond.**

Trane U.S. Inc.

Initial: D.W.A.  
Date: 11-18-15

A payment bond is required for construction contract between \$35,000 – \$99,999. A **Performance Bond** is required for contracts totaling \$100,000 or more.

**CONFIDENTIAL NATURE OF DEPARTMENT RECORDS AND INFORMATION**

Contractor agrees to maintain confidentiality of data obtained during course of work under this agreement and to comply with federal and state laws regarding confidentiality. Stated below are material portions of NHES Law (RSA-282-A), with pertinent explanatory statements concerning confidential nature of Department records:

282-A:118 - Reports or Statement; Confidentiality....” Information....obtained from any individual, claimant or employing unit pursuant to the administration of this chapter shall be held confidential and shall not be published or open to public inspection in any manner revealing the individual's or employing unit's identity” (except as specifically provided by law).

282-A:121 - Penalty. "Any employee of the Department of Employment Security, member of an Appeal Tribunal, or any individual, corporation, association, partnership or other type of organization, who lawfully obtains or sees records, reports or information obtained in administration of this chapter who violates any provision of this subdivision shall be guilty of a misdemeanor."

Contractor is prohibited from releasing any NHES information. To reveal information will immediately place your contract in jeopardy and also make likely criminal prosecution as provided in Section 121.

# 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 Trane U.S. Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on November 1, 1967. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9<sup>th</sup> day of July, A.D. 2015

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

William M. Gardner  
Secretary of State

**TRANE U.S. INC.**  
**Assistant Secretary Certificate**

I, Sara W. Brown, Assistant Secretary of Trane U.S. Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), hereby certify that:

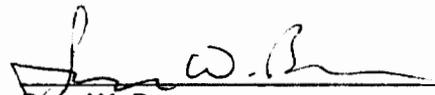
1. The following is a true and correct copy of the resolution duly adopted by the Board of Directors of the Company by unanimous written consent in lieu of meeting on November 2, 2015, and that said resolution is in full force and effect as of this date hereof:

RESOLVED, that the following individuals be, and hereby are, elected to serve in the respective positions set forth opposite their names below until their successors shall have been duly elected and shall have qualified:

David S. Regnery	President
Dane R. Taival	Vice President
Janet C. M. Pfeffer	Vice President and Treasurer
Lawrence R. Kurland	Vice President
Evan M. Turtz	Vice President
Helen Y. Pryor	Vice President
D. Scott Krull	Vice President
Jeffrey T. Watson	Vice President
Angel F. Shelton	Secretary
Roger L. Cranmer	Assistant Treasurer
Zufeng Benjamin Lei	Assistant Treasurer
W. Glenn Edwards	Assistant Secretary
Melissa Bitting	Assistant Secretary
Sara W. Brown	Assistant Secretary
Kevin H. Leonard	Assistant Secretary
Scott W. Smillie	Assistant Secretary
William O'Driscoll	Assistant Secretary
M. Kathleen Padfield	Assistant Secretary
Hajo C. Siemers	Assistant Secretary
Christina B. Stalker	Assistant Secretary
James J. Wiltzius	Assistant Secretary

2. Each of the individual officers listed above holds the proper corporate power and legal authority to execute and deliver contracts on behalf of the Company.

IN WITNESS WHEREOF, I have hereunto set my hand this 18<sup>th</sup> day of November, 2015.

  
Sara W. Brown  
Assistant Secretary

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

On this the 18<sup>th</sup> day of November, 2015, before me personally appeared Sara W. Brown, to me known, who being by me duly sworn, did depose and say that she is the Assistant Secretary of Trane U.S. Inc., the company described in and which executed the above instrument.

  
Catherine M. Stenmark  
Notary Public  
My Commission Expires November 2, 2019





## ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED Trane U.S. Inc. dba Trane 880 Spring Street Unit #1 Westbrook, ME 04092 United States
	EFFECTIVE DATE:

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

Job Description: TOBEY Ice Generation and Storage Chiller Plant System

For questions regarding this certificate of insurance contact: Shirley Girard Email: Shirley.Girard@trane.com  
Phone: 207-828-1777