

48
Jm



State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER
33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

January 7, 2014

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

Requested Action

Pursuant to RSA 21-P:12-a(c), authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to enter into a six month agreement with Precision Temperature Control, Inc. (VC#203466-B001) 460 Rte 101, Bedford, New Hampshire 03110 in the amount not to exceed \$13,079.00 to provide mechanical maintenance/air filter services. Effective upon Governor and Council approval through June 30, 2014. Funding source: 100% Revolving Funds.

Funding is available in the SFY2014 operating budget as follows:

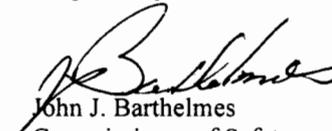
02-23-23-237010-40650000 Dept. of Safety Div of FST&EMS – Fire Standards and EMS Admin	FY2014
103-502664 Contracts for Operational Services	\$13,079.00

Explanation

The purpose of this agreement is to provide mechanical maintenance and air filter services for the control and mechanical system, components, and hardware for the HVAC and heating systems for the Fire Station, dormitory, and aircraft rescue and firefighting (ARFF) site. Of the four vendors expressing an interest to the Request for Bid advertised on the Purchase & Property website on November 6, 2013, only three vendors submitted bids. Precision Temperature Control was selected as the lowest bidder.

The Division has had technical difficulties with its HVAC systems and hired McFarland Johnson through the Bureau of Public Works to conduct an HVAC study and retro-commissioning of all the buildings at the Fire Academy to determine the appropriate steps needed to correct any system troubles. It was the intent of the Division to bid the corrective action and service contract at the conclusion of the HVAC study; however, completion of the study has taken longer than anticipated. The Division has an approved Capital Request that is currently with the Bureau of Public Works which will resolve many of the HVAC issues. This six-month contract will give sufficient time to conclude the HVAC study and properly bid any corrective action and service contract that is needed.

Respectfully submitted,


John J. Barthelmes
Commissioner of Safety

Bid Results-#401-14
 HVAC Mechanical Systems
 Maintenance

January 1, 2014-June 30, 2014

Name of Vendor	Contract Person	Contact Information	Annual Cost-maintenance	Hourly Rate	Materials Mark up
Control Technologies, Inc	Daryl Caron	111 Zachary Rd, Manchester, NH 03109 626-6070 dcaroncontroltechinc.com	\$4,867.00	\$80.00	30%
Mechanical Construction Services	Keith LeMay	10 Industrial Drive Unit 10, Windham, NH 03087 603-601-1900 keith@HVACMCS.com	\$3,650.00	\$72.00	15%
Precision Temperature Control, Inc.	Jim/Gene Hennessy	460 Route 101, Bedford, NH 03110 GeneGHat@PrecisionTempC ontrol.com 603-471-9023	\$1,079.00	\$75.00	15%

	FY14
Vendor	
Control Technologies, Inc	Cost 8 hrs & \$300 materials (mark up) \$392.40
Mechanical Construction Services	\$346.20
Precision Temperature Control, Inc.	\$346.20

Subject: Precision Temperature Control, Inc-Maintenance to HVAC System FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Completion Date, Price Limitation, Signatures, and Acknowledgements.

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.

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.

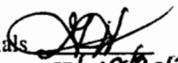
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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 
Date 12/19/2013

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.

EXHIBIT A

2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.

The vendor shall provide the following maintenance services effective upon Governor & Council approval through June 30, 2014.

The vendor shall at all times maintain qualified and skilled personnel. The State reserves the right to provide any material or parts to the contractor for repair to any or all equipment. The work shall be performed in a neat, skillful and workmanlike manner, and all materials furnished shall be in accordance with requirements of the General Provisions. Any work, material, equipment or supplies not specifically specified in this bid but required for the work shall be of the best description and quality of their respective kind. All work, materials, equipment and supplies shall be fully satisfactory to the Owner. Services are to be performed in accordance with all provisions of this bid and as detailed in the following:

Maintenance and Inspections:

To provide inspection and maintenance services, as indicated below by inspection and maintenance provisions listed under Equipment Covered section made part of this bid for a period of six months.

The inspection and maintenance services to be performed as a part of this bid include:

1. Two inspections per six month period to be performed as indicated under the Equipment Maintenance section of this bid. Visits to be coordinated and scheduled through the Maintenance Supervisor.
2. Preventive maintenance as listed under the Equipment Maintenance section of this bid.
3. 24 hour Emergency Service availability.

The services outlined in this bid will be performed during normal working hours.

Conditions:

Any repairs resulting from any of the causes above, shall be billed with prior approval from the Division at the guaranteed rate for man hours, plus parts.

Equipment Covered:

Dormitory Building:

Boiler #1	AHU-1 & 2 and CU-1 & 2
HW Pump-1 & 2	AHU system Exhaust Fans 1 & 2
HW Reset Control Valve	Toilet Exhaust Fans 3 & 4

Dormitory Building Addition:

Boiler B1A	AHU-1, 2, & 3
HW Pump 1A & 2A	ACCU-1, 2, & 3
HW Reset Control Valve	VAV 1, 2, 3, & 4
Floor Radiant Heat Controls	

Fire House Building:

Boiler No. 2	AHU-3 & 4
HW Pump 3, 4	AHU-5 and CU-5
HW Reset Control Valve	Exhaust Fans 1-6
Domestic HW Boiler	Re-Heat Coils-1, 2 & 3
AHU-6	Propane Air Unit Heaters 1 & 2

ARFF Building:

Boiler	Restroom Radiation
HW Pump 1-2	Toilet Exhaust Fan
AHU-1	

Storage Building:

Propane Air Unit Heaters 1, 2, 3, 4

Equipment Maintenance:

AHU's Checkout:

-sensor calibration	OAS, DAS, MAS, RAS, TS (room), SPT, CO2 Sensor
-safeties	AFS, MS, FZ, SD
-actuators	OA Damper, RA Damper, EA Damper, Bypass Damper, Htg. Valves
-control devices	Starters, Relays, Pilot Lights, Switches
-HVAC equipment	Supply Fan, Exhaust Fan, Condensing Unit
-DDC Controller	Programming & I/O's
-Humidifier	Packaged Control Checkout

Re-Heat Coil:

-sensor calibration	Ts (room)
-actuators	Htg Valve
-DDC Controller	Programming & I/O's

Hot Water System:

-sensor calibration	HWS, HWR, OAS
-safeties	DPS, Boiler Safeties
-actuators	HW Reset Control Valve, Combustion Air Dampers
-control devices	Starters, Relays, Pilot Lights, Switches
-HVAC equipment	HW Pumps
-DDC Controller	Programming & I/O's
-Boilers	Checkout controls, tune burner, inspection

Building Exhaust Fans:

-control devices	Starters, Relays, Pilot Lights, Switches
-HVAC equipment	Exhaust Fans
-DDC Controller	Programming & I/O's

The above-mentioned controls & equipment shall be checked for proper calibration and operation. Damper linkages shall be checked and adjusted as needed. Control devices shall be cycled and checked for proper operation. HVAC equipment (i.e., fans, pumps) shall be inspected, lubricated as needed, belts adjusted as needed and amprobed to check for proper electrical operation. The AHU condensing units shall be checked for proper operation and refrigerant levels. Refer to the enclosed checklist samples. A report shall be issued at the end of a PM visit with the results found and a list of deficiencies. Should repairs be needed, a separate quotation shall be given for the work. Repair work shall proceed as directed by the division.

The following outlines the preventive maintenance that shall be conducted.

A. Boiler Oil – One Maintenance Inspection during contract period

1. Check burner operation
2. Check burner control system
3. Check gas regulator and gas pressure
4. Check burner linkage
5. Check for gas leaks
6. Check gas safety switch
7. Check gas valve/operation and leak by
8. Check draft fan
9. Do efficiency test
10. Check circulating pump system
11. Check water cutoff
12. Check water feeder
13. Check shut off valves
14. Check temperature controls
15. Check condensate float valve
16. Check condensate return pumps
17. Check condensate tank
18. Check condensate pumps
19. Check safety switches
20. Check pressure controls
21. Blow down feeder cutoff control
22. Check safety relief valve
23. Check combustion controls
24. Check all associated valves
25. Check water level gauge glass
26. Check water level controls
27. Inspect refractory
28. Blow down boiler
29. Blow down gauge glass
30. Clean external surfaces

The following items shall be conducted once during contract period

1. Disassemble low water cutoff
2. Clean low water cutoff
3. Check contacts

4. Check mercury bulbs
5. Check contacts
6. Check mercury bulbs
7. Check wiring
8. Reassemble low water cutoff
9. Clean burner assembly
10. Clean make up water components
11. Clean hi water components

B. Split system unit - Two Maintenance Inspections during contract period

1. Check operation of reversing valve
2. Check condenser loop strainer
3. Check defrost cycle and controls
4. Check back-up heat source
5. Check power supply
6. Check volts/amps of compressors
7. Check volts/amps of condenser fan motor
8. Check starters and contact surfaces
9. Check operating temperatures
10. Check refrigerant charge
11. Check moisture indicators
12. Check site glasses
13. Check oil level
14. Check oil contamination
15. Change oil (as needed or annually)
16. Check all belts
17. Check all safety controls
18. Check all operating controls
19. Check and tighten all electrical connections
20. Lube motors/bearings
21. Check and clean condenser coil
22. Check cap tubes/piping for chafing
23. Check humidifier strainer
24. Check humidifier hand valves
25. Check and clean humidifier float assembly
26. Check humidifier level controls
27. Check and clean humidifier drain/pan
28. Check humidifier-heating elements
29. Check all humidifier controls
30. Check and clean outside air intakes
31. Check expansion valve bulb clamp
32. Check unusual noise/vibrations
33. Check cabinetry/hardware conditions
34. Check structural integrity of unit

The following items shall be conducted once during contract period

1. Change oil (As needed or annually)
2. Check superheat and adjustment
3. Check hot gas by-pass controls
4. Check head pressure controls
5. Check unloader operation
6. Check water-cooled condenser
7. Check water-regulating valve
8. Check compressor efficiency
9. Check crankcase heaters

C. Air handling unit - Two Maintenance Inspections during contract period

1. Check fan inlet vanes and linkages
2. Check fan wheels - clean as required
3. Check fan scrolls - clean as required
4. Check fan sheave alignment
5. Check fan-bearing alignment
6. Check fan spring isolation
7. Check motor supports
8. Check motor hold down bolts
9. Check start and contact surfaces
10. Check and tighten all wiring connections
11. Check motor volts/amps
12. Check damper operation
13. Check damper linkage
14. Check damper motor operation
15. Check/adjust damper controls as required
16. Lube canes, linkages, bearing, etc
17. Check and clean condensate pans
18. Check and clean condensate pumps
19. Check and clean outside air intakes
20. Check expansion valve bulb clamp
21. Check unusual noise/vibrations
22. Check cabinetry/hardware conditions
23. Check structural integrity of unit

The following items shall be conducted once during contract period

1. Check fan cutoff and inlet screens
2. Check fan sheave wear
3. Check fan flexible connections
4. Check fan-bearing supports
5. Check coil and header connections
6. Check control valves
7. Check steam traps where applicable
8. Check and clean coils as required
9. Check heating coils where applicable
10. Check and clean strainers
11. Check humidifier strainer
12. Check humidifier hand valves
13. Check and clean humidifier float assembly
14. Check humidifier level controls
15. Check and clean humidifier drain/pan
16. Check humidifier-heating elements
17. Check humidifier controls

Filters and filter changes shall be provided and performed by the division.

Visits shall be performed in the following months; January and April. Air Conditioning specific equipment (i.e., condensing units) shall be PM'd in the month of April. Controls shall be PM'd at every visit. Boiler checkout will be done once during the contract period; boiler checkout does not include cleaning. Boiler will be inspected and the division notified should cleaning be necessary.

[Handwritten Signature]
12/19/2013

Annual maintenance cost, hourly rate, and material markup is as follows:

	Six Month Cost-Maintenance	Hourly Rate	Material Markup
Fiscal Year 2014 January 1, 2014 - June 30, 2014	\$1,079.00	\$75.00	15%

EXHIBIT B

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

The maintenance cost is \$1,079.00. An additional \$12,000.00 is included to cover emergency repairs if needed during the contract period. If emergency repairs are needed, prior approval must be obtained from the Division before the work can be performed.

The total contract price shall not exceed \$13,079.00 and partial payments are accepted. Invoices shall be submitted to:

New Hampshire Department of Safety
Division of Fire Standards & Training and Emergency Medical Services
33 Hazen Drive
Concord, NH 03305

EXHIBIT C

Both parties agree to amend section 14.1.1 of the P-37 amount of insurance to agree with the vendor's coverage currently in force comprehensive general liability in the amount of \$1,000,000.00 each occurrence and excess/umbrella liability of \$1,000,000.00 each occurrence. The combination of these coverage's will give the State the coverage that is required by 14.1.1 of the P-37.

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 PRECISION TEMPERATURE CONTROL, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 10, 2004. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of July, A.D. 2013

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

William M. Gardner
Secretary of State

Precision Temperature Control INC.

AIR CONDITIONING * HEATING * REFRIGERATION SERVICE, INSTALLATION AND MAINTENANCE
SYSTEMS DESIGN AND BUILD

(603) 352-5254
Keene, NH
460 Route 101



(603) 471-9023
Bedford, NH
Bedford, NH 03110

1-800-694-8632

CERTIFICATE OF AUTHORITY

I, Kathleen M. Hennessy, secretary and treasurer of Precision Temperature Control, Inc. do hereby certify that Eugene G. Hennessy is the President of Precision Temperature Control, Inc. And has been since October 10, 1984. It is further certified that the corporations bylaws, adopted again on September 10, 2004 grant the president of Precision Temperature Control, Inc. the authority to bind the company. This authority remains in effect and has not been amended or repealed as of this date .

Sincerely,

Kathleen M. Hennessy

Secretary/Treasurer _____

Precision Temperature Control, Inc.

Date January 14, 2014

RECEIVED

JAN 16 2014

Department of Safety
Div. Of Fire Standards & Training and EMS



CERTIFICATE OF LIABILITY INSURANCE

PREC1-1 OP ID: DP

DATE (MM/DD/YYYY)
07/25/2013

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 Boyd & Boufford, LLC 8 Main Street Amherst, NH 03031	Phone: 603-673-7228 Fax: 603-673-7290	CONTACT NAME: Julie Poliquin PHONE (A/C, No., Ext): 603-673-7228 FAX (A/C, No.): 603-673-7290 EMAIL ADDRESS: jpoliquin.boyd103@insuremail.com
	INSURER(S) AFFORDING COVERAGE	
INSURED Precision Temperature Control, Inc Attn: Gene & Kathleen Hennessy 460 Rt 101 Bedford, NH 03110	INSURER A: Peerless Insurance Company NAIC # 18333	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BKS 55444465	03/13/2013	03/13/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS 55444465	03/13/2013	03/13/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 5,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			USO 55444465	03/13/2013	03/13/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 P/C Agg \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCA9097121	03/13/2013	03/13/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

State of NH Dept of Safety Div of Fire Standards & Training & Emergency Medical Services 33 Hazen Drive Concord, NH 03305	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 <i>Donna R Peirce</i>
---	--

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

General Provisions

Section 21-P:12-a

21-P:12-a Division of Fire Standards and Training and Emergency Medical Services; Disposition of Funds. –

I. There is established within the department a division of fire standards and training and emergency medical services, under the supervision of an unclassified director of fire standards and training and emergency medical services who shall administer and supervise a fire and emergency medical service training and research program throughout the state. The director of fire standards and training and emergency medical services shall be nominated by the commissioner of safety, after consultation with the fire standards and training commission and the emergency medical and trauma services coordinating board, for appointment by the governor, with consent of the council, and shall serve a term of 4 years until a successor is appointed. The commission shall take a recorded vote regarding its concurrence or non-concurrence in the commissioner's nomination decision. If the commission votes not to concur in the decision, it shall submit a letter to the commissioner so stating, and the commissioner shall in turn submit that letter to the governor and council. The director of fire standards and training and emergency medical services shall be academically and technically qualified to hold the position, and shall receive the salary specified in RSA 94:1-a.

II. The director shall:

(a) Be responsible for the day-to-day operations of the division of fire standards and training and emergency medical services, the operations of the fire academy, including establishing training programs and offering instruction in methods of determining and dealing with the causes of fire and the prevention of fire, techniques in firefighting, emergency medical services, and rescue, research and techniques in firefighting and fire protection, the administration and management of fire departments and emergency medical services units, and the provisions of RSA 21-P:12-b.

(b) Establish fees to be collected for tuition, licenses, and services. Such fees shall be subject to the approval of the commissioner of the department of safety. The commissioner may for good cause waive any fees charged under this subparagraph and may authorize tuition reimbursement from the fire standards and training and emergency medical services fund.

(c) Establish, maintain, approve, and certify programs, courses, institutions, and facilities for study for all fire service and emergency medical services personnel and recruits according to accepted curricula.

(d) Develop and administer the provision of professional instruction and training for all fire, rescue, and emergency medical services.

(e) Develop and promote new methods and practices of firefighting, delivery of emergency medical services, rescue operations, injury prevention, fire prevention, and fire and emergency medical services administration.

(f) Disseminate information relative to fire and rescues, techniques of firefighting and rescuing, fire prevention, fire administration, emergency medical services, and other related subjects to all interested agencies and individuals throughout the state.

(g) Be authorized to employ part-time instructors or assistants and compensate them for organizing, developing, and conducting approved fire training, emergency medical services, and rescue courses or other work as directed at an hourly rate established by the commissioner and for mileage and expenses incurred in performing their official duties.

(h) With the approval of the commissioner, accept in the name of the state any and all donations, fees for tuition, rents, services and any and all moneys and grants from any governmental unit, public agency, institution, person, firm, or corporation and receive, utilize, expend, and dispose of such funds subject to budgetary provisions, consistent with the rules of the department of safety and the purposes or conditions of the donations or grant.

III. The receipt of a donation or grant under subparagraph II(h) shall be noted in the biennial report of the department of safety, which will also identify the nature of the donation or grant and the conditions of the donation or grant, if any. Any moneys received by the division pursuant to subparagraph II(h) shall be deposited in the state treasury to the account of the department of safety and shall not lapse. In addition, the division may receive, hold, and use gifts, bequests, and devises either outright or in trust for purposes consistent with this chapter.

Source. 1994, 389:9. 1997, 135:1. 1998, 321:3. 2001, 91:15. 2004, 171:26, eff. July 24, 2004.