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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov



Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 21, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** amendment to an existing contract (Contract #8002587) with ENE Systems of NH, Inc. (VC#270016), Bow, NH, for HVAC preventative maintenance and repair services by extending the completion date from December 31, 2022 to December 31, 2023, with the option to extend for up to one additional year with no change to the price limitation, effective upon Governor and Council approval. The original contract was approved with the Commissioner of the Department of Administrative Services on September 19, 2019 and most recently amended with the Commissioner of the Department of Administrative Services approval on January 24, 2022.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract was approved with the Commissioner of the Department of Administrative Services on September 19, 2019. It was then subsequently amended with the Commissioner of the Department of Administrative Services approval on October 8, 2019; on January 1, 2020; on May 13, 2020; on February 3, 2021; on April 23, 2021; on June 21, 2021; on September 17, 2021; on October 14, 2021; on December 17, 2021; and on January 24, 2022.

This request is **Retroactive** because of the October 19, 2022 change to contract oversight requirements contained in the updated Manual of Procedures Chapter 150 and subsequent internal approval procedures. The Department of Administrative Services, through the Bureau of Purchase and Property issued a request for information (RFI) 2022-311 on September 30, 2022 with responses due on October 13, 2022 resulting in a single response, from the incumbent. The incumbent, ENE Systems of NH, Inc., confirmed that they would accept a one-year extension under the current terms and conditions.

Contract financials	
2021 - 2022	\$ 718,083.03
2020 - 2021	\$ 719,976.76
2019 - 2020	\$ 538,585.43
Total spend	\$ 1,976,645.22
Remaining price limitation balance	\$ 881,920.68
Projected spend 2023	\$ 720,000.00
Original price limitation remains unchanged	\$ 2,858,565.90

Current economic conditions point to increased costs for all goods and services. If this contract were to be rebid, there would likely be an overall increase of approximately 10% based on the response from the RFI. Therefore, it is in the best interest of the State to exercise the requested extension for one year.

Based on the foregoing, I am respectfully recommending approval of this **Retroactive** contract amendment with ENE Systems of NH, Inc.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



RFB Bid Summary

4 year total:	\$ 2,700,000.00	\$ 72,335.48	cost avoidance via amendment
Annual Forecast:	\$ 723,354.78	\$ 795,690.26	one year cost if rebid
3 year total:	\$ 1,976,645.22		

VENDOR	Spend Amount by Contract or Vendor	Date: 10/18/2022	Time: 1:50 pm
270016	VENDOR NAME	CONTRACT/PO#	SPEND_AMT
	ENE Systems of New Hampshire	8002587	\$ 718,083.03

Parameters: Contract/PO: 8002587
Vendor: 270016
Start Date: 10/18/2021
End Date: 10/18/2022

VENDOR	Spend Amount by Contract or Vendor	Date: 10/18/2022	Time: 1:50 pm
270016	VENDOR NAME	CONTRACT/PO#	SPEND_AMT
	ENE Systems of New Hampshire	8002587	\$ 719,976.76

Parameters: Contract/PO: 8002587
Vendor: 270016
Start Date: 10/18/2020
End Date: 10/18/2021

VENDOR	Spend Amount by Contract or Vendor	Date: 10/18/2022	Time: 1:51 pm
270016	VENDOR NAME	CONTRACT/PO#	SPEND_AMT
	ENE Systems of New Hampshire	8002587	\$ 538,585.43

Parameters: Contract/PO: 8002587
Vendor: 270016
Start Date: 10/18/2019
End Date: 10/18/2020

**NINTH AMENDMENT TO THE CONTRACT
BETWEEN ENE SYSTEMS OF NH, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002587**

This Ninth Amendment (hereinafter referred to as the "Amendment"), dated this 8th day of December 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ENE Systems of NH, Inc. (hereinafter referred to as "the Contractor") for HVAC Preventative Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective January 1, 2020, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020, amended by the Third Amendment on February 3, 2021, amended by the Fourth Amendment on April 23, 2021, amended by the Fifth Amendment on June 21, 2021, amended by the Sixth Amendment on September 17, 2021, amended by the Seventh Amendment on October 14, 2021, amended by the Eighth Amendment on December 17, 2021, and set to expire December 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain HVAC Preventative Maintenance and Repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 December 31, 2023
2. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 19, 2019, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020, amended by the Third Amendment on February 3, 2021, amended by the Fourth Amendment on April 23, 2021, amended by the Fifth Amendment on June 21, 2021, amended by the Sixth Amendment on September 17, 2021, amended by the Seventh Amendment on October 14, 2021, amended by the Eighth Amendment on December 17, 2021, and set to expire December 31, 2022, shall remain in full force and effect.

ENE SYSTEMS OF NH, INC.

By: *Paul O'Brien*

PAUL O'BRIEN
(Print Name)

Title: GENERAL MANAGER

Date: 12/8/2022

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 12/19/22

OFFICE OF THE ATTORNEY GENERAL

By: *Stacie M. Moeser*

Stacie M. Moeser
(Print Name)

Title: Assistant Attorney General

Date: January 5, 2023

The foregoing contract was approved by
the Governor and Council of New
Hampshire on

Signed: _____

(Print Name)

Title: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ENE SYSTEMS OF NH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 03, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 729782

Certificate Number: 0005891232



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of November A.D. 2022.

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

David M. Scanlan
Secretary of State



SYSTEMS OF NEW HAMPSHIRE

REDUCING THE OPERATING AND ENERGY COSTS OF YOUR FACILITY

CERTIFICATE OF AUTHORITY

I, R.Lindsay Drisko, hereby certify that I am the sole member of the board of directors of ENE SYSTEMS OF NH, INC.

I certify that Paul O'Brien is authorized to bind the company, and that no vote of the board of directors was necessary to grant me said authority.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the company.

Signed R. Lindsay Drisko

Date: 12/8/2022

State of New Hampshire, County of _____

On this, the 8th day of December, before me R.Lindsay Drisko

The undersigned officer, personally appeared R.Lindsay Drisko, known to me (or satisfactory proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposed therein contained. In witness whereof, I hereunto set my hand and official seal.

Karen C. Lee
Notary
Karen C. Lee
NOTARY PUBLIC
State of New Hampshire
My Commission Expires August 28, 2024

The authorized representative for Barber Colman Siebe Invenys and Schneider Electric I/A Systems



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2022

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

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

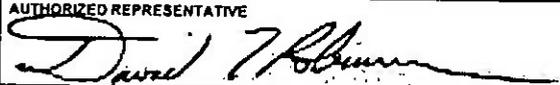
PRODUCER RogersGray, Inc. - Kingston Branch 63 Smith Lane Kingston MA 02364	CONTACT NAME: PHONE (A/C. No. Ext): 508-746-3311 FAX (A/C. No): 877-816-2156 E-MAIL ADDRESS: mail@rogersgray.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
ENESYST-01 ENE Systems of NH, Inc. 155 River Rd. Unit 10 Bow, NH 03304	INSURER A: Zurich American Insurance Company of Illinois 27855	
	INSURER B: Zurich American Insurance Company 16535	
	INSURER C: The Cincinnati Insurance Company 10677	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 650341242** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		GLO9809451-05	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP9809452-05	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		EXS 0606492	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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 <input checked="" type="checkbox"/> N N/A	WC9809450-05	3/1/2022	3/1/2023	<input checked="" type="checkbox"/> PER STATUTE <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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as Additional Insured for General Liability, Business Auto and Excess (Umbrella) Liability, on a primary non-contributory basis, as required by a signed written contract or agreement with the Named Insured. The General Liability, Excess (Umbrella) Liability, Automobile Liability, and Workers Compensation/Employers Liability Policies includes a Waiver of Subrogation in favor of the additional insured(s) on whose behalf the Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Bureau of Purchase and Property 25 Capitol Street Rm 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**EIGHTH AMENDMENT TO THE CONTRACT
BETWEEN ENE SYSTEMS OF NH, INC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR EMS ANALYTICS SYSTEM SUPPORT
CONTRACT # 8002587**

This Eighth Amendment (hereinafter referred to as the "Amendment"), dated this 17th day of December, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ENE Systems of NH, Inc (hereinafter referred to as "the Contractor") for EMS Analytics System Support Services.

WHEREAS, pursuant to an agreement effective January 1, 2020, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020, amended by the Third Amendment on February 3, 2021, amended by the Fourth Amendment on April 23, 2021, amended by the Fifth Amendment on June 21, 2021, amended by the Sixth Amendment on September 17, 2021, amended by the Seventh Amendment on October 14, 2021 and set to expire December 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain HVAC Preventative Maintenance and Repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$2,858,565.90
2. Replace Exhibit A, Section 2. Contract Documents with the following:
This Contract consists of the following documents ("Contract Documents"):
 - a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - b. EXHIBIT A Scope of Services
 - c. EXHIBIT B Payment Terms
 - d. EXHIBIT C Special Provisions
 - e. EXHIBIT D RFB 2197-20
 - f. EXHIBIT E Systems Support Agreement for EMS Analytic Systems Support Services
3. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT C "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Payment Terms," (4) EXHIBIT A "Scope of Services," (5) EXHIBIT D "RFB 2197-20", and (6) EXHIBIT E "Systems Support Agreement for EMS Analytic Systems Support Services."
4. Amend Exhibit B Scope of Services; add the following services from January 1, 2022 through December 31, 2024.
 - EMS Analytic Systems Support Services

- o This is an added service that can help EEI and the Customer better understand and track how a building is performing. This service can be a standalone service or selected in conjunction with an Energy Savings Guarantee M&V Agreement. The EMS Analytics reviews every point of contact in your EMS System against an established set of rules on. This is done on a customer selected periodic basis. EEI prepares a report of the findings that includes an Executive Summary, Top Ten Current Issues, and tracks the resolved issues on an annual basis. The full data files can be made available for service and technical support as needed.
 - Monthly Reports and Monthly Report Review with Consultant
 - o To gain maximum value of the investment in EMS Analytics it is recommended that at least for a period of time you engage an EEI Consultant to help interpret and review the reports when produced. This service can be phased out of the Agreement without affecting the other items selected. ENE Systems of NH, Inc. will arrange a conference call, there can be an unlimited number of participants. Participants can include EMS Contractors, Executive Management, Facilities Management or other. The Conference call should last about 1 half hour. This is an opportunity for understanding the results and assigning action items for corrective action. This is an effort to maximize the value of a Customers EMS investment.
 - Energy Savings Calculations
 - o Much like the Review with the Analytic Consultant, we can add Utility Approved Energy Savings Calculation to each proposed improvement or provide a value for not addressing the problem based on energy waste. These calculations will be added to the periodic EMS Analytic Report.
5. Amend Exhibit C Payment & Pricing; add the following payment terms for the period January 1, 2022 through December 31, 2024:

LIST BUILDING NAME/NODE AND SERVICE	FREQUENCY/TERM (START & COMPLETION)	COST OF ANNUAL ANALYTICS SYSTEM SUPPORT AGREEMENT		
		Year 1	Year 2	Year 3
33 Hazen Drive				
Setup – Data Acquisition cost		\$5,400		
Reporting		\$11,800	\$12,400	\$12,600
Consulting		\$3,600	\$3,600	\$3,600
Energy Calculations		\$3,600	\$1,875	\$1,875
Custom Rules		\$2,300	\$2,000	\$2,000
Integration to Other 3 rd Party Software				
Other		\$2,300		
Contract Total		\$29,000	\$19,875	\$20,075

6. Add Exhibit E; add new Systems Support Agreement for EMS Analytic Systems Support Services
7. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 19, 2019, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020, amended by the Third Amendment on February 3, 2021,

amended by the Fourth Amendment on April 23, 2021, amended by the Fifth Amendment on June 21, 2021, amended by the Sixth Amendment September 17, 2021, amended by the Seventh Amendment on October 14, 2021 and set to expire December 31, 2022, shall remain in full force and effect.

Contractor Initials: PLD
Date: 12/17/21

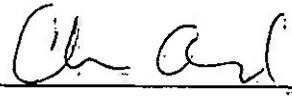
ENE SYSTEMS OF NH, INC

By: 
R. Lindsay Drisko
(Print Name)

Title: President

Date: 12/17/21

STATE OF NEW HAMPSHIRE

By: 
Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 1-24-22



REDUCING THE OPERATING AND ENERGY COSTS OF YOUR FACILITY

CERTIFICATE OF AUTHORITY

I, R.Lindsay Drisko, hereby certify that I am the sole member of the board of directors of ENE SYSTEMS OF NEW HAMPSHIRE, INC.

I certify that I am authorized to bind the company, and that no vote of the board of directors was necessary to grant me said authority.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the company.

Signed *R. Drisko*

Date: 1/14/22

State of New Hampshire, County of Merrimack

On this, the 14 day of January, before me Jennifer Merlin

The undersigned officer, personally appeared R.Lindsay Drisko, known to me (or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposed therein contained. In witness whereof, I hereunto set my hand and official seal.

Jennifer Merlin

JENNIFER L MERLIN
Notary Public-New Hampshire
My Commission Expires
February 19, 2025

~~The authorized representative for Barber Coltrin Sipe, Inc. and Schneider Electric R/A Systems~~

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 ENE SYSTEMS OF NH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 03, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 729782

Certificate Number: 0005353877



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2021.

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

William M. Gardner
Secretary of State

AGENCY CUSTOMER ID: ENESYST-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY RogersGray, Inc. - Kingston Branch		NAMED INSURED ENE Systems of New Hampshire 155 River Road Bow NH 03304	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation/Employers Liability Policies Includes a Waiver of Subrogation in favor of the additional insured(s) on whose behalf the Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: October 6, 2021

CONTRACT FOR: HVAC Preventative Maintenance and Repair Services

CONTRACT #: 8002587

COMMODITY/NIGP CODE: 941-5500

CONTRACTOR: ENE Systems of NH, Inc VENDOR CODE #: 270016

SUBMITTED FOR ACCEPTANCE BY:



DN: cn=Kimberly D Hanson, o=Div
Procurement Support Services,
ou=Bureau of Purchase & Property,
email=Kimberly.D.Hanson1@das.n
h.gov, c=US
Date: 2021.09.24 10:56:42 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Paul.A.Rhodes@das.nh.gov,
c=US
Date: 2021.10.12 15:56:15 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Dept
of Administrative Services, ou=Div
of Procurement Support Services,
email=Gary.S.Lunetta@das.nh.go
v, c=US
Date: 2021.10.13 08:44:27 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10-14-21

**Seventh AMENDMENT TO THE CONTRACT
BETWEEN ENE SYSTEMS OF NH, INC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002587**

This Seventh Amendment (hereinafter referred to as the "Amendment"), dated this 1 day of ~~September~~ ^{October}, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ENE Systems of NH, Inc (hereinafter referred to as "the Contractor") for HVAC Preventative Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective January 1, 2020, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020, amended by the Third Amendment on February 3, 2021, amended by the Fourth Amendment on April 23, 2021, amended by the Fifth Amendment on June 21, 2021, amended by the Sixth Amendment on September 17, 2021 and set to expire December 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain HVAC Preventative Maintenance and Repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

- Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$2,789,815.90
- Amend Exhibit B Payment & Pricing; add the following payment terms for the period October 1, 2021 through December 31, 2022:

FACILITY NAME	ADDRESS	TOWN	2021 ANNUAL PRICE (October 1, 2021 through December 31, 2021)	2022 ANNUAL PRICE (January 1, 2022 through December 31, 2022)
Department of Justice Building	33 Capitol St	Concord	\$33,685.00	\$46,485.00

- Amend Exhibit A Scope of Services; add the following payment terms for the period October 1, 2021 through December 31, 2022:

Quantity	Equipment	Location
11	Trane AHU's (Air Handler Units)	Various Mechanical Rooms throughout
11	Trane ACCU's (Air Cooled	Roof

	Condensing Units)	
1	PTAC-AHU AC unit	RM 149A
1	Computer Room AHU-AC Unit	Computer Room
1	Computer Room ACCU unit	Outside on School Street Side
5	FCU's (Fan Coil Units)	Lobbys/Foyers
*** Excluded Equipment per current contract Guidelines:		
Quantity	Equipment	Location
2	PX MACH CX2500 Gas Boilers	
4	Armstrong VFD Integrated Circ pumps	
1	Pneumatic Air Station	
40	VAV's	Throughout
8	Exhaust Fans	
1	Electric DHW Heater	

Water Treatment details (Hot loop):

- **2021** - 2 annual service calls which include on-site sample collection and full comprehensive report analysis.
 - Supply of chemical treatment products specifically designed for aluminum core boilers
 - Aluminum boilers require frequent monitoring and management of the system pH and corrosion Inhibitors.
 - **2022** - 6 annual service calls which include on-site sample collection and full comprehensive report analysis.
 - Supply of chemical treatment products specifically designed for aluminum core boilers
 - Aluminum boilers require frequent monitoring and management of the system pH and corrosion Inhibitors.
4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 19, 2019, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020, amended by the Third Amendment on February 3, 2021, amended by the Fourth Amendment on April 23, 2021, amended by the Fifth Amendment on June 21, 2021, amended by the Sixth Amendment September 17, 2021 and set to expire December 31, 2022 shall remain in full force and effect.

ENE Systems of NH, Inc

By: 
R. Lindsay Drisko
(Print Name)

Title: President

Date: 10/1/21

STATE OF NEW HAMPSHIRE

By: 
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

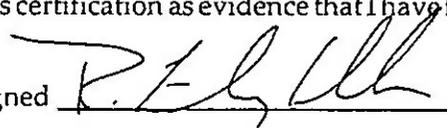
Date: 10-14-21

CERTIFICATE OF AUTHORITY

I, R. Lindsay Drisko, hereby certify that I am the sole member of the board of directors of ENE Systems of New Hampshire, Inc.

I certify that I am authorized to bind the company, and that no vote of the board of directors was necessary to grant me said authority.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the company.

Signed 

Date: 10/1/21

State of New Hampshire, County of

On this the 1 day of October, before me Jennifer Merlin the undersigned officer, personally appeared R. Lindsay Drisko, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ENE SYSTEMS OF NH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 03, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 729782

Certificate Number: 0005353877



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2021.

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

William M. Gardner
Secretary of State



ADDITIONAL REMARKS SCHEDULE

AGENCY RogersGray, Inc. - Kingston Branch		NAMED INSURED ENE Systems of New Hampshire 155 River Road Bow NH 03304	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation/Employers Liability Policies includes a Waiver of Subrogation in favor of the additional insured(s) on whose behalf the insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 04/21/2021

CONTRACT FOR: HVAC Preventative Maintenance and Repair Services

CONTRACT #: 8002587

NIGP CODE: 941-5500

CONTRACTOR: ENE Systems of NH Inc. VENDOR CODE #: 270016

SUBMITTED FOR ACCEPTANCE BY:

Erica Brisson Digitally signed by Erica Brisson
Date: 2021.04.21 10:56:13 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
RECOMMENDED FOR ACCEPTANCE BY:

Paul A. Rhodes Digitally signed by Paul A.
Rhodes
Date: 2021.04.21 12:18:19 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

Gary S Lunetta Digitally signed by Gary S Lunetta
DN: cn=Gary S Lunetta, o=Department of Administrative
Services, ou=Division of Procurement & Support Services,
email=Gary.Lunetta@ds.nh.gov, c=US
Date: 2021.04.23 18:36:27 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4-23-21

**SIXTH AMENDMENT TO THE CONTRACT
BETWEEN ENE SYSTEMS OF NH, INC.**

AND

**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002587**

This Sixth Amendment (hereinafter referred to as the "Amendment"), dated this 7 day of September, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ENE Systems of NH, Inc. (hereinafter referred to as "the Contractor") for HVAC Preventative Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective January 1, 2020, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020, amended by the Third Amendment on February 3, 2021, amended by the Fourth Amendment on April 23, 2021, amended by the Fifth Amendment on June 21, 2021 and set to expire December 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain HVAC Preventative Maintenance and Repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Amend Exhibit B, Scope of Service; add the following:

PORTSMOUTH CIRCUIT COURT – 111 Parrot Ave. Portsmouth NH				
Qty	Type/Description	Model #	Serial #	Location of Equip
1	Distech Control System			Throughout

SOFTWARE START DATE FOR PORTSMOUTH CIRCUIT COURT: 10/23/2021

ROCHESTER CIRCUIT COURT – 76 North Main St. Rochester NH				
Qty	Type/Description	Model #	Serial #	Location of Equip
1	Distech Control System			Throughout

SOFTWARE START DATE FOR ROCHESTER CIRCUIT COURT: 9/9/2021

DOVER CIRCUIT COURT – 25 St. Thomas St. Dover NH				
--	--	--	--	--

Contractor Initials: ETJ
Date: 9/17/21

Qty	Type/Description	Model #	Serial #	Location of Equip
1	Distech Control System			Throughout

SOFTWARE START DATE FOR DOVER CIRCUIT COURT: 9/9/2021

ROCKINGHAM COUNTY COURT – #10 Route 125 Brentwood NH				
In addition to the new temperature controls the following items have also been replaced and are on warranty:				Warranty Expiration Date
Variable Frequency Drives				
VFD01	30 hp Cooling Tower Pump -1		1 year parts and labor	9/24/2021
VFD02	15 hp Hot Water Pump-1		1 year parts and labor	9/24/2021
VFD03	15 hp Hot Water Pump-2		1 year parts and labor	9/24/2021
New Valves				
V-01	Chiller, Condenser Water	Belimo 8 inch- 2 way butterfly valve	1 year parts and labor	9/24/2021
V-02	Chiller, Chiller Water	Belimo 8 inch- 2 way butterfly valve	1 year parts and labor	9/24/2021
V-03	AH-2A, Glycol	Belimo 2 inch - 3 way CCV-DIV	1 year parts and labor	9/24/2021
V-04	AH-3A, Glycol	Belimo 2 inch - 3 way CCV-DIV	1 year parts and labor	9/24/2021
V-05	Heat Exchanger 2, Chiller Water	Belimo 2 inch - 3 way CCV-MIX	1 year parts and labor	9/24/2021
V-06	Heat Exchanger 3, Chiller Water	Belimo 2 inch - 3 way CCV-MIX	1 year parts and labor	9/24/2021
New Chiller				
1	225 ton Daikin Screw Chiller		2 years parts and labor	7/24/2022
1	225 ton Daikin Screw Chiller		compressor parts only 5 years	7/24/2025
The following defective valves were replaced:				

FCU-2-13	1/2 inch chilled water valve	Belimo B212B+TFRB24-SR 2 way 1/2" valve	1 year parts and labor	7/20/2022
FCU-2-14	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
FCU-2-17	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
FCU-2-18	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
FCU-2-20	1/2" Fin Tube Radiation Valves	Belimo B210B+TFRB24-SR 2 way 1/2" valve	1 year parts and labor	7/20/2022
VAV-211A	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
VAV-215	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
Room 249	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
FCU-3-2	1/2" Fin Tube Radiation Valve	Belimo B211B+TFRB24-SR 2 way 1/2" valve	1 year parts and labor	7/20/2022
FCU-3-3	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
FCU-3-4	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
FCU-3-10	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
FCU-3-11	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
FCU-3-16	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
VAV-308	3/4" Fin Tube Radiation Valve	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
Rm 316	3/4" Fin Tube Rad Valve non ddc	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022
room 360	3/4" Fin Tube Rad Valve non ddc	Belimo Z2075Q-K+CQKB24-LL 3/4" 2 way valve	1 year parts and labor	7/20/2022

		way valve		
Demand Control Ventilation				
9		Fan Coils FC 1.16, 2.1, 2.2, 2.6, 2.7, 3.1, 3.2, 3.6, 3.7	1 year parts and labor	9/24/2021

SOFTWARE START DATE FOR ROCKINGHAM COUNTY COURT FOR JACE 1: 9/8/2021

SOFTWARE START DATE FOR ROCKINGHAM COUNTY COURT FOR JACE 2: 9/8/2021

- All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 19, 2019, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020, amended by the Third Amendment on February 3, 2021, amended by the Fourth Amendment on April 23, 2021, amended by the Fifth Amendment on June 21, 2021 and set to expire December 31, 2022 shall remain in full force and effect.

ENE SYSTEMS OF NH, INC.

By:

[Handwritten Signature]

TR. Lindson Drisko
(Print Name)

Title:

President

Date:

9/17/21

STATE OF NEW HAMPSHIRE

By:

Charles M. Arlinghaus
(Print Name)

Title:

Commissioner
Department of Administrative Services

Date:

Contractor Initials:

RPD

Date:

9/17/21

CERTIFICATE OF AUTHORITY

I, R. Lindsay Drisko, hereby certify that I am the sole member of the board of directors of ENE Systems of New Hampshire, Inc.

I certify that I am authorized to bind the company, and that no vote of the board of directors was necessary to grant me said authority.

Thereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the company.

Signed

R. Lindsay Drisko

Date:

9/17/21

State of New Hampshire, County of

On this the 17 day of Sept, before me _____ the undersigned officer, personally appeared R. Lindsay Drisko, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

[Signature]

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: June 18, 2021

CONTRACT FOR: HVAC Preventative Maintenance and Repair Services

CONTRACT #: 8002587

COMMODITY/NIGP CODE: 941-5500

CONTRACTOR: ENE Systems of NH, Inc. VENDOR CODE #: 270016

SUBMITTED FOR ACCEPTANCE BY:



cn=Erica D Brisson, o=Div of
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Erica.D.Brisson@rlas.nh.gov,
c=US
2021.06.18 12:06:19 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



cn=Paul A Rhodes, o=Div of
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Paul.A.Rhodes@das.nh.gov,
c=US
2021.06.21 09:38:58 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,
o=Department of Administrative
Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov,
v, c=US
Date: 2021.06.21 09:43:40 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6-21-21

**FIFTH AMENDMENT TO THE CONTRACT
BETWEEN ENE SYSTEMS OF NH, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002587**

This Fifth Amendment (hereinafter referred to as the "Amendment"), dated this 18th day of June, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ENE Systems of NH, Inc. (hereinafter referred to as "the Contractor") for HVAC Preventative Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective January 1, 2020, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020, amended by the Third Amendment on February 3, 2021, amended by the Fourth Amendment on April 23, 2021 and set to expire December 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain HVAC Preventative Maintenance and Repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$2,709,645.90
2. Amend Exhibit B Payment & Pricing: add the following payment terms for the period July 1, 2021 through December 31, 2022:

FACILITY NAME	ADDRESS	TOWN	2021 SEMI-ANNUAL PRICE (July 1, 2021 through December 31, 2021)	2022 SEMI-ANNUAL PRICE (January 1, 2022 through December 31, 2022)
Northern Correctional Facility (NCF)	138 East Milcn Road	Berlin	\$6,652.50	\$12,675.00
NH State Prison – Men (NHSP –M)	281 North State Street	Concord	\$15,505.00	\$28,305.00
NH State Prison – Warehouse	3 McGuire Street	Concord	\$975.00	\$1,487.50
NH State Prison – Farm	314 North State Street	Concord	\$497.50	\$497.50
North End Transitional Housing Unit/Transitional Work Center (NEH)	1 Perimeter Road	Concord	\$597.50	\$787.50

Contractor Initials: RLB
Date: 6-18-21

Concord Transitional Work Center (TWC)	275 North State Street	Concord	\$1,142.50	\$1,512.50
Shea Farm, Transitional Housing Unit (THU)	60 Iron Works Road	Concord	\$762.50	\$762.50
Columet House, Transitional Housing Unit (THU)	126 Lowell Street	Manchester	\$497.50	\$497.50
Women's Prison	42 Perimeter Rd	Concord	\$8,932.50	\$16,425.00
			TOTAL	\$161,462.50

SCOPE OF SERVICES: DEPARTMENT OF CORRECTIONS

1. The Contractor shall provide the Department of Corrections with preventative maintenance, repair, and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices owned by the State of New Hampshire.
2. The term "preventative maintenance" as used above shall include providing all supervision, materials (i.e. coil cleaners, pan treat tablets, grease, and lubricants), equipment, labor, and transportation necessary for the successful completion of the work under the terms and conditions contained herein.
3. A report of deficiencies will be provided to the agency contact after each preventative maintenance inspection.
4. "Spring" is defined as the months of April and May. "Fall" is defined as the months of October and November.
5. The Contractor shall provide annual fall preventative maintenance of the unit heaters and cabinet heaters as described herein. The maintenance inspection shall include the following services:
 - Inspect grilles, coils, fan, etc. Clean as needed.
 - Lubricate fan and motor bearings where applicable.
 - Check belts and sheaves where applicable.
 - Check/clean drains, pans, condenser pumps.
 - Check/clean strainers where applicable.
 - Check steam traps, valves, etc. where applicable.
 - Check and tighten all electrical connections.
 - Check all control operations.
 - Lubricate and adjust dampers and linkages.
 - Check unit-operating conditions.
 - Check heat exchanger for leaks where applicable.
 - Check gas valve and controls where applicable.
 - Check and tighten electric heater connections Check amps/volts where applicable.
 - Check filters.
 - Check fan assembly.
 - Lubricate fan and motor bearings as required Check motor volts/amps.
 - Check burner interlock controls.

- Check and tighten all mounting hardware.
 - Check overall operation.
 - Check operating controls.
 - Check thermometer accuracy.
 - Check hardware and gaskets.
 - Check overall operation.
6. The Contractor shall provide semi-annual preventative maintenance of the air handler systems to include air handlers, energy recovery ventilators (ERV's), and heat ventilators (HV's). Inspections shall include the following:
- Check bearings for wear.
 - Check fans and fan shafts for proper balance.
 - Check all belts for proper tension, alignment and wear.
 - Check all air handling systems for sequence of operations and internal controls.
 - Inspect all heating and cooling coils. Clean as needed.
 - Inspect all condensation pans and check to ensure that pans are pitched correctly for proper drainage. Clean as needed.
 - Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order.
 - Check all sheaves for proper alignment.
 - Check and tighten all electrical terminations.
 - Check contacts for wear.
 - Check and record motor current against nameplate.
 - Check all safety controls.
 - Lubricate motors/bearings where applicable.
 - Check fan wheels - clean as required.
 - Check fan scrolls - clean as required.
 - Check fan bearing supports.
 - Check motor supports.
 - Check damper operation.
 - Check damper linkages.
 - Check motor damper operation.
 - Inspect and clean condensate pumps where applicable.
 - Inspect energy recovery wheels where applicable. Report any deficiencies to agency.
 - Check air filters. Report any deficiencies to agency.
 - Check humidifier strainer where applicable.
 - Check and clean humidifier float assembly where applicable.
 - Check humidifier level controls where applicable.

- Check and clean humidifier drain/pan where applicable.
- Check humidifier heating elements where applicable.
- Check all humidifier controls where applicable.
- Check and clean outside air intakes.
- Check for any unusual noises or vibrations.
- Check structural integrity of the unit.
- Inspect belts. Report any deficiencies to agency.

7. The Contractor shall provide preventative maintenance on all air conditioning system condensers annually in the spring as required to maintain them in proper operating condition by providing, at a minimum, the following services:

- Check and record volts/amps of compressors.
- Check and record volts/amps of condenser fan motor(s).
- Check starter and contact surfaces.
- Check and record operating temperatures.
- Check refrigerant charge. Report findings to agency.
- Check moisture indicators and sight glasses.
- Check oil level.
- Check all safety controls.
- Check superheat and adjustment.
- Check hot gas by-pass controls where applicable.
- Check head pressure controls where applicable.
- Check unloader operation where applicable.
- Check all internal operating controls.
- Check and tighten all electrical connections.
- Lubricate motors/bearings where applicable.
- Inspect and clean condenser coil(s). Contractor shall provide and utilize condenser coil cleaner.
- Check water cooled condenser coil where applicable.
- Check water regulating valve where applicable.
- Check cap tubes/piping for chafing.
- Check crankcase heaters.
- Visually check for oil refrigerant leaks.
- Check for any unusual noises or vibrations.
- Check structural integrity of the unit.

8. The Contractor shall provide annual fall cleaning and inspections of all heating systems including boiler, furnaces, and domestic hot water tanks as described below:

- Remove all cleaning access panels.
- Wire brush and vacuum all fireside surfaces free of soot.
- Replace all maintenance-related gasket(s) as required.
- Reseal boiler access panels.
- Inspect all burners.
- Adjust spark gap and test pilots.
- Test fire all burners.
- Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs
- Test and ensure that all internal operating controls for the respective heating systems are working properly.
- Perform combustion testing analysis annually. Post results on equipment.
- Inspect expansion tanks.
- Check gas pressures.
- Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers.
- Inspect belts annually where applicable.
- Inspect filters. Report deficiencies to agency.

9. The Contractor shall provide semi-annual cooling tower maintenance (spring startup/fall shutdown) to include at a minimum the following:

- Drain and clean sump during fall shutdown.
- Clean and fill sump during the spring.
- Inspect electric heaters for proper operations where applicable.
- Check the water fill makeup system.
- Inspect and clean water distributor nozzles on top of cooling tower.
- Check/inspect belts, report deficiencies to agency.
- Inspect motors, lubricate as needed, and clean excess grease.
- Check motor amp readings to nameplate.
- Inspect couplings to ensure proper alignment and check for signs of uneven wear.
- Inspect tower fan blades for overall condition. Report any deficiencies to agency.
- Inspect all electrical. Tighten all loose connections as needed.
- Check transmission gear oil. Change as needed.
- Clean tower media (corrugated grates) both in spring and fall.
- Inspect spray pump(s) and dampers where applicable.

10. The Contractor shall provide semi-annual (spring/fall) chiller maintenance to include at a minimum the following:

- Annually perform eddy current testing to verify condenser tube conditions, report finding/deficiencies

- to agency. Eddy current testing must be subcontracted if the Contractor is unable to perform.
- Retrieve oil samples and send out for testing to ensure no signs of issues internal to the equipment.
- Report findings to agency.
- Inspect all electrical. Tighten all loose connections as needed.
- Check variable speed drive (VSD) fluid. Change as needed.
- Clean condenser tubes annually in the spring. Must utilize tube cleaning machine and clean all condenser tubes.
- Check refrigerant charge. Report any issues found.
- Inspect chiller for signs of refrigerant leaks. Report any issues found.
- Inspect chiller for signs of water leaks. Report any issues found.
- Check flow switches where applicable.
- Check all related pressure gauges and ensure proper readings.
- Utilize onboard processor to view diagnostics for active alarms and histories.
- Report deficiencies to agency.

11. The Contractor shall provide annual fall exhaust fans maintenance to include at a minimum the following:

- Inspect belts. Report any deficiencies to agency.
- Inspect unit for overall condition.
- Check motor amps to nameplate.
- Inspect electrical connections. Tighten as needed.
- Check bearings to ensure proper operations. Lubricate as needed.
- Inspect fan/blower for overall condition.
- Inspect motor and fan/blower sheave and pulley for overall condition and signs of uneven wear.

12. The Contractor shall provide semi-annual return fans (RF) maintenance. This maintenance must coincide with the semi-annual air handler maintenances and shall include at a minimum the following:

- Inspect belts. Report any deficiencies to agency.
- Inspect unit for overall condition.
- Check motor amps to nameplate.
- Inspect electrical connections. Tighten as needed.
- Check bearings to ensure proper operations. Lubricate as needed.
- Inspect fan/blower for overall condition.
- Inspect motor and fan/blower sheave and pulley for overall condition and signs of uneven wear.

13. The Contractor shall provide annual chilled water and cooling tower pumps maintenance in the spring to coincide with the chiller and cooling tower spring maintenances and shall include at a minimum the following:

- Inspect overall condition of pumps assembly (pump/volute/motor).
- Check for leaks. Report deficiencies to agency.
- Inspect pump couplings for signs of damage or uneven wear. Check for proper alignment.
- Check/verify motor amps to nameplate.
- Inspect electrical. Tighten loose connections as needed.
- Lubricate pump and motors. Clean away excess grease from equipment.
- Verify proper pressures on pump gauges where applicable.
- Inspect associated variable frequency drives (VFD's) for overall condition and proper operations where applicable.

14. The Contractor shall provide annual fall heating pumps (all main heat loop pumps and boiler injector pumps) maintenance and shall include at a minimum the following:

- Inspect overall condition of pump assembly (pump/volute/motor).
- Check for leaks. Report deficiencies to agency.
- Inspect pump couplings for signs of damage or uneven wear. Check for proper alignment.
- Check/verify motor amps to nameplate.
- Inspect electrical. Tighten loose connections as needed.
- Lubricate pump and motors. Clean away excess grease from equipment.
- Verify proper pressures on pump gauges where applicable.
- Inspect associated variable frequency drives (VFD's) for overall condition and proper operations where applicable.

15. The Contractor shall provide annual spring ductless split A/C maintenance to include at a minimum the following:

- Inspect overall condition of units (indoor and outdoor).
- Check and flush indoor evaporator condensate drains.
- Clean indoor evaporator washable air filters.
- Inspect evaporator and condenser coils for condition and signs of leaks.
- Wash condenser coils annually in the spring.
- Operate unit from thermostat and ensure proper operations.
- Check compressors for proper amp readings to nameplate.
- Check crankcase heaters' operations where applicable.
- Check condenser fans' operations and compare amp readings to nameplate.
- Check refrigerant pressures on units as needed based on unit operations.

16. The Contractor shall provide annual fall pneumatic air compressors maintenance which shall include at a minimum the following:

- Inspect overall condition of equipment.
- Drain and blowdown tank to remove water/condensation from tank.
- Inspect electrical. Tighten loose connections as needed.
- Replace compressor oil.
- Replace compressor air filters.
- Replace compressor motor belts.
- Inspect associated air dryer units where applicable. Check for proper operations.
- Check operation and settings of air pressure controls.
- Check operations of automatic blowdown valves where applicable.
- Check pressure reducing valve settings.
- Check low-pressure safety valve.
- Check air dryer refrigerant pressure/temperatures.
- Check air dryer drain tap and by-pass valves.
- Check air compressor unloaders and check valve.
- Check air compressor operating controls including PE switch, starter, and alternator.
- Check air compressor high-pressure safety valve.

17. The New Hampshire Correctional Facility for Women (NHCFW) and the Northern New Hampshire Correctional Facility (NNHCF) have HVAC building automation control systems. The Contractor shall provide semi-annual (spring/fall) inspections of these control systems including all components as described below. NHCFW's control system uses the Trane Tracer SC+ application (if contractor does

not have capabilities to work on and access the Trane Tracer SC+ application the work must be subcontracted) and NNHCF uses a Schneider Electric Controls System (if contractor does not have capabilities to work on and access the Schneider Electric Controls System the work must be subcontracted). The automatic temperature control system services shall consist of, at a minimum, the following services:

- Check all control valves.
- Check operation of all auxiliary devices.
- Review HVAC system sequence of operation.
- Check all dampers and lubricate.
- Check operational sequence of all VAV's, single duct terminal units, CAV's and related preheat, reheat and radiation valves and motors, if equipment is not working notify maintenance mechanics.
- Check all room thermostats.
- Check time clock operation and settings.
- Perform any software changes, upgrades and backups annually when required.

18. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems.

19. Except as otherwise provided in this Scope of Services, all Preventative Maintenance services performed under this Contract shall be performed between the hours of 7:00 A.M. and 3:00 P.M., unless other arrangements are made in advance with the NH Department of Corrections. Any deviation in work hours shall be pre-approved by the Contracting Officer and/or designee. The State requires ten (10) day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

20. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a minimum of fifteen (15) service technicians so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered (5 hours for the Northern NH Correctional Facility in Berlin). If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment.

21. The Contractor must provide and include in their bid price the cost of subcontracting the annual eddy current testing of the chiller condenser tubes tests and reports.

22. The Contractor must provide and include in their bid price the cost of subcontracting the annual services for the Trane Tracer SC+ system located at the New Hampshire Correctional Facility for Women. The annual software and firmware updates required for the system must be performed by Trane.

23. The Contractor must be able to perform the building automation control system maintenances as described herein and may utilize subcontractor as needed.

24. Request to repair and/or replace parts shall be approved by the Administrator of Logistics, Department of Corrections or his/her designated representative(s). Materials shall be invoiced not to

exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Administrator of Logistics or his/her designated representative(s).

25. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the NHDOC staff member providing the escort/site access. Digital invoices, records and reports must be forwarded to the Administrator of Logistics, Department of Corrections or his/her designated representative(s).
26. The Contractor shall present two (2) copies of a Final Report of work done the previous calendar year. The report may be in a narrative during each month of the contract year. The report shall be submitted to the Agency Contact/Administrator or his/her designated representative(s), on or before January 15th of the following year.
27. The Agency, shall:
 - a. Provide the Contractor with all pertinent information regarding the requirements for services within two (2) working days of receiving a request for information from the Contractor.
 - b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.

NH DEPARTMENT OF CORRECTIONS, REFRIGERATION/FREEZERS:

All preventative maintenance visits will be properly documented to list all equipment serviced, deficiencies found, work performed, parts installed, and any other pertinent information. All certificates of insurance will be current and preventive maintenances will be coordinated with all appropriate parties to ensure all work will be performed in one visit.

Preventative maintenance shall include the following:

- Chemically clean and rinse condenser coils on all refrigeration units.
- Check electrical motors and take amperage readings.
- Lubricate bearings.
- Check and tighten electrical connections and fuses.
- Check and cycled all operation and safety controls.
- Verify thermostat specifications.
- Verify all temperature sensors integrity.
- Inspect filters and belts. Report any deficiencies to agency.
- Inspect blower wheels, sheaves and belts. Report any deficiencies to agency.
- Clean condensate drain pan and trap as needed.
- Check control components and wiring.
- Check motor amperage and voltage.
- Check refrigerant pressures and/or line temps.
- Check system alarm.

The Contractor shall promptly report all deficiencies to the Agency Contact Person. Request to repair and/or replace parts shall be approved in advance by the Agency Contact Person prior to any actual work being performed by the Contractor. Parts and materials shall be invoiced not to exceed 10% above Contractor's cost. The State reserves the right to request the Contractor supply the State with invoices from suppliers documenting the Contractor's cost.

Request to repair and/or replace parts shall be approved by the Administrator of Logistics, or his/her designated representative(s). Materials shall be invoiced not to exceed 10% above contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Administrator of Logistics or his/her designated representative(s).

Emergency service shall be provided, as needed on a twenty-four (24) hour, seven (7) days a week basis. From the time of the call, the Contractor has a maximum of three (3) hours to respond and be on site to this call (5 hours for the Northern NH Correctional Facility in Berlin). If the Contractor is unable to respond within three (3) hours (5 hours for Berlin) and/or the malfunction or emergency is such that immediate action is required, then the State may take such action as may be necessary under the circumstances.

All services performed under this Contract(s) shall be performed between the hours of 7:00 A.M. and 3:00 P.M. for State business days, unless other arrangements are made in advance with the State.

ADDITIONAL AGENCY REQUIREMENTS:

Department of Corrections:

1. Administrative Rules, Policies, Regulations and Policy and Procedure Directives:

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's). Additional information can be located as a separate link:

http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

2. Prison Rape Elimination Act (PREA) of 2003:

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:

http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

3. Contractor Employee Information/Background Checks:

a. The Contractor (to include each employee and any approved subcontractor working in a NHDOC facility) will be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Corrections. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and subcontractor to the NH Department of Corrections.

b. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-contractors employees to determine eligibility status.

- c. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-contractors employee who does not comply with the criteria identified, below.
- d. In addition, the Contractor and/or sub-contractors shall not be able to hire employees meeting the following criteria:
 - Individuals convicted of a felony shall not be permitted to provided 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 Warden and/or designee of the corresponding facility requiring service;
 - 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 New Hampshire;
 - 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
 - The NH Department of Corrections may not permit relatives of currently incarcerated felons to provide services without prior approval.

**REPAIR RATES, EMERGENCY SERVICES AS REQUIRED, PER HOUR
FOR NH DEPARTMENT OF CORRECTIONS**

Monday thru Friday, 8:00 AM to 4:30 PM Journeyman Mechanic	\$ per hour/per person \$100.00
Monday thru Friday, 4:31 PM to 7:59 AM Journeyman Mechanic	\$ per hour/per person \$152.50
Saturday Work: Journeyman Mechanic	\$ per hour/per person \$152.50
Sunday Work: Journeyman Mechanic	\$ per hour/per person \$152.50

**REPAIR RATES, EMERGENCY SERVICES AS REQUIRED, PER HOUR FOR BUILDING
AUTOMATIC SYSTEMS CONTROL TECHNICANS – DEPARTMENT OF CORRECTIONS**

Monday thru Friday, 8:00 AM to 4:30 PM Building Automatic Systems Control Technician	\$ per hour/per person \$95.00
Monday thru Friday, 4:31 PM to 7:59 AM Building Automatic Systems Control Technician	\$ per hour/per person \$142.50
Saturday Work: Building Automatic	

Systems Control Technician

\$ per hour/per person \$142.50

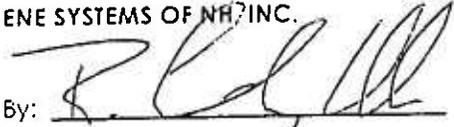
Sunday Work: Building Automatic
Systems Control Technician

\$ per hour/per person \$142.50

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 19, 2019, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020, amended by the Third Amendment on February 3, 2021, amended by the Fourth Amendment on April 23, 2021 and set to expire December 31, 2022. This contract shall remain in full force and effect.

ENE SYSTEMS OF NH, INC.

By:



R. Lindsay Priska
(Print Name)

Title:

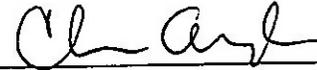
President

Date:

6/18/21

STATE OF NEW HAMPSHIRE

By:



Charles M. Arlinghaus
(Print Name)

Title:

Commissioner
Department of Administrative Services

Date:

6-21-21

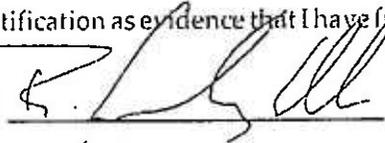
CERTIFICATE OF AUTHORITY

I, R. Lindsay Drisko, hereby certify that I am the sole member of the board of directors of ENESystems of New Hampshire, Inc.

I certify that I am authorized to bind the company, and that no vote of the board of directors was necessary to grant me said authority.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the company.

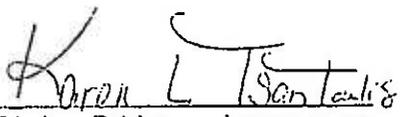
Signed

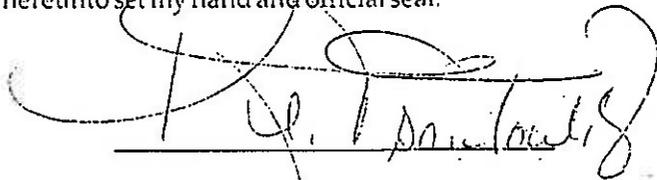


Date:

6/18/21

State of New Hampshire, County of

On this the 18th day of June, before me  the undersigned officer, personally appeared R. Lindsay Drisko, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.



Karen L. Tsantoulis
NOTARY PUBLIC
State of New Hampshire
My Commission Expires June 29, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2021

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

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

PRODUCER
RogersGray, Inc. - Kingston Branch
53 Smith Lane
Kingston MA 02364

CONTACT NAME		PAY (A/C No.)	877-316-2150
PHONE (A/C No.)	508-746-3311		
EMAIL	mail@rogersgray.com		
ADDRESS			
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURER A - Zurich American Insurance Company of Illinois		27855	
INSURER B - Zurich American Insurance Company		18835	
INSURER C - The Cincinnati Insurance Company		10377	
INSURER D - Underwriters at Lloyd's London		15792	
INSURER E:			
INSURER F:			

INSURED
EHE Systems of New Hampshire
155 River Road
Bow NH 03304

COVERAGES

CERTIFICATE NUMBER: 10444450

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.

USER ID/TL	TYPE OF INSURANCE	ADDL SUM (USD, 1000)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BODILY INJURY <input checked="" type="checkbox"/> ADVERTISING <input checked="" type="checkbox"/> PRODUCTS/COMPL ADG AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PER-EVENT <input checked="" type="checkbox"/> LOG		GLOS890451-04	3/1/2021	3/1/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPL ADG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> RENTED <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS ONLY		BAP8800457-04	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Per person) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLERICAL <input type="checkbox"/> RETIREMENTS		EKS0600492	3/1/2021	3/1/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION (AND EMPLOYERS LIABILITY) <input checked="" type="checkbox"/> ALL EMPLOYERS PARTIAL OR FULL-TIME <input checked="" type="checkbox"/> ALL EMPLOYERS FULL-TIME <input type="checkbox"/> CONTRACTORS <input type="checkbox"/> ALL OPERATIONS COVERED		WQ9500450-04	3/1/2021	3/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> PER EL EACH ACCIDENT \$1,000,000 EL DISEASE - EA EMPLOYEE \$1,000,000 EL DISEASE - POLICY LIMIT \$1,000,000
E	<input checked="" type="checkbox"/> FLOOD <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY <input checked="" type="checkbox"/> EXCESS (Umbrella) Position		06321PERE5009121 06521PERE5008721	3/1/2021 3/1/2021	3/1/2022 3/1/2022	Aggregate Aggregate 2,000,000 3,000,000

DESCRIPTION OF OPERATIONS (LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):
The Certificate Holder is included as Additional Insured for General Liability, Business Auto and Excess (Umbrella) Liability, on a primary non-contributory basis, as required by a signed written contract or agreement with the Named Insured. The General Liability, Excess (Umbrella) Liability, Automobile Liability, and Workers Compensation/Employers Liability Policies includes a Waiver of Subrogation in favor of the additional insured(s) on whose behalf the Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss. RE: HVAC Preventative Maintenance and repair services. State of New Hampshire is included as Additional Insured for General Liability and Excess (Umbrella) Liability as require by a signed written contract or agreement with the named insured.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
25 Capitol Street
Rm 102
Concord NH 03301

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

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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 ENE SYSTEMS OF NH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 03, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 729782

Certificate Number: 0005353877



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed,
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2021.

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

William M. Gardner
Secretary of State

**FOURTH AMENDMENT TO THE CONTRACT
BETWEEN ENE SYSTEMS OF NH, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002587**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 16th day of April, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ENE Systems of NH, Inc. (hereinafter referred to as "the Contractor") for HVAC Preventative Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective January 1, 2020, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020, amended by the Third Amendment on February 3, 2021 and set to expire December 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain HVAC Preventative Maintenance and Repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$2,548,183.40
2. Amend Exhibit B Payment & Pricing: add the following location and pricing:

Facility Name	Address	Semi-Annual Price (1/1/21-12/31/21)	Semi-Annual Price (1/1/22 -12/31/22)
Rochester FMS	86 Brock Street, Rochester	\$6,400.00	\$6,475.00

DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES – ROCHESTER FMS

1. The Contractor shall provide the Department of Military Affairs and Veterans Services with "preventative maintenance" and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices (see attached equipment list below for the types of equipment to be covered) owned by the State of New Hampshire, Department of Military Affairs and Veterans Services, as described throughout this bid invitation.
2. The term "preventative maintenance" as used above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement, their respective locations and manufacturers are listed and attached as part of this bid invitation in Appendix A, Section VIII.

Contractor Initials: RLS
Date: 4/16/21

3. The Contractor shall provide an annual fall cleaning and inspections* of all heating systems including boilers, furnaces and domestic hot water tanks as described below:

- Remove all cleaning access panels
- Wire brush and vacuum all fireside surfaces free of soot
- Wash coat all refractory; perform patching of refractory as required
- Replace all gasketing as required and any other maintenance or component replacement or repair necessary to maintain the boilers, burners, domestic hot water systems and associated controls in proper working order in accordance with manufacturer's specifications is included in this agreement.
- Reseal boiler access panels
- Inspect all burners; Adjust spark gap and test pilots
- Test fire all burners
- Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs
- Test and ensure that all operating controls for the respective heating systems are working properly
- Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers.

*For the All Facility, the cooling and heating systems glycol shall be inspected annually in the fall (September - November) for PH and other properties needed to provide correct temperature, protection and distribution to 10 degrees below zero (report findings and provide recommendations to Plant Maintenance Engineer or his designated representative). All materials to be provided must meet original specifications. All waste materials are to be disposed of according to State and Federal laws.

4. The Contractor shall provide an annual fall maintenance inspection* of the unit heaters, radianti heat panels, baseboards, make-up air units, infrared heaters and cabinet heaters as described herein. The maintenance inspection shall include the following services:

- Brush or vacuum grilles, coils, fans, baseboards, fin tubes, etc.
- Lubricate fan and motor bearings where applicable
- Check belts and sheaves where applicable
- Check steam traps, valves, etc. where applicable
- Check and tighten all electrical connections
- Check all control operations
- Lubricate and adjust dampers and linkages
- Check heat exchanger for leaks where applicable
- Check gas valve and controls where applicable
- Check oil burner and controls where applicable
- Check and tighten electric heater connections
- Check amps/volts where applicable
- Check filters
- Check fan assembly
- Check and tighten all mounting hardware
- Check overall operation
- Check hardware and gaskets.

*NOTE: All Facility. The Contractor shall provide a semi-annual inspection in the spring (March - May) and fall (September - November) of the unit heaters as identified.

5. The Contractor shall provide an annual maintenance inspection of the exhaust fans in the fall (September - November) as described herein. The maintenance inspection shall include the following

services:

- Brush, vacuum or clean grills, coils and fans
- Lubricate fan and motor bearings where applicable
- Check belts and sheaves where applicable
- Check and tighten all electrical connections
- Check all control operations
- Lubricate and adjust any dampers or linkages
- Check amps/volts where applicable
- Check fan assembly
- Check and tighten all mounting hardware
- Check overall operation

6. The Contractor shall provide an annual inspection in the spring (March – May) of the air handler systems. Inspections shall include the following:

- Check bearings for wear
- Checking fans and fan shafts for proper balance
- Checking all belts for proper tension, alignment and wear
- Checking all air handling systems for proper flow, operation and control sequence. All related controls are included.
- Clean all heating and cooling coils
- Clean and scrub all condensation pans and check to make sure that pans are pitched correctly for proper drainage
- Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order
- Check all sheaves for proper alignment
- Check and tighten all electrical terminations
- Check contacts for wear
- Check and record motor current against nameplate
- Check all safety controls
- Lubricate motors/bearings where applicable
- Check fan wheels - clean as required
- Check fan scrolls - clean as required
- Check fan bearing supports
- Check motor supports
- Check damper operation
- Check damper linkages
- Check motor damper operation
- Inspect and clean condensate pumps where applicable
- Replace air filters (Contractor shall provide filters; Filters to meet or exceed existing filters for efficiency and quality)
- Check humidifier strainer where applicable
- Check and clean humidifier float assembly
- Check humidifier level controls
- Check and clean humidifier drain/pan
- Check humidifier heating elements
- Check all humidifier controls
- Check and clean outside air intakes
- Check for any unusual noises or vibrations
- Check structural integrity of the unit.

7. The Contractor shall inspect and complete preventative maintenance on all air conditioning and chiller systems annually in the spring (March- May)* as required to maintain them in proper operating condition by providing, at a minimum the following services:

- Check and record volts/amps of compressors
- Check and record volts/amps of condenser fan motor where applicable
- Check starter and contact surfaces
- Check and record operating temperatures
- Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant)
- Check moisture indicators and sight glasses
- Check oil level
- Check oil contamination
- Check all belts where applicable
- Check all safety controls
- Check superheat and adjustment
- Check hot gas by pass controls where applicable
- Check head pressure controls where applicable
- Check unloader operation where applicable
- Check all operating controls
- Check and tighten all electrical connections
- Lubricate motors/bearings where applicable
- Inspect and clean condenser coil
- Clean and paint rusted areas
- Check water cooled condenser coil where applicable
- Check water regulating valve where applicable
- Check cap tubes/piping for chafing
- Check crankcase heaters
- Visual check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of any used refrigerant)
- Check fan wheels - clean as required
- Check fan scrolls - clean as required
- Check fan sheave wear
- Check fan sheave alignment
- Check fan bearing supports
- Check motor supports
- Check damper operation
- Check damper linkages
- Check motor damper operation
- Inspect and clean evaporator coils
- Inspect and clean condensate pans
- Inspect and clean condensate pumps where applicable
- Replace air filters (Contractor shall provide filters; Air filters to meet or exceed existing filters for efficiency and quality)
- Check humidifier strainer where applicable
- Check and clean humidifier float assembly
- Check humidifier level controls
- Check and clean humidifier drain/pan
- Check humidifier heating elements
- Check all humidifier controls
- Check and clean outside air intakes
- Check for any unusual noises or vibrations

- Check structural integrity of the unit
 - Check glycol level if applicable
8. The Contractor shall maintain all digital control systems and associated devices on a semi-annual basis; spring (March-May) and fall (Sept-Nov) as required to maintain them in proper operating condition by providing, at a minimum the following services:
- Review system for proper operation, verify that all associated devices start and stop properly, check that set points are maintained, and verify scheduling
 - Check operational sequence of all VAV's, and related preheat, reheat and radiation valves and motors
 - Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
 - Test and calibrate all devices including but not limited to thermostats, actuators, controls, dampers, valves, variable air volume devices
 - Make back-up copies of software configurations and operating system. Provide customer with access to most recent copy.
 - Check and record and system abnormalities or deficiencies

All filters and belts to be changed by the Contractor and are part of the PM pricing. Components including but not limited to filters, gaskets and belts shall be included in the PMs. The filters will be changed by the Contractor, once for cooling and once for heating. Belts associated with the air handler equipment will be provided by the Contractor 1x/year annually. For belts associated with exhaust fans, they will be changed/replace on an as needed basis and will be quoted to the customer utilizing the provided rates. Additional repairs, upgrades and replacements shall be quoted to the agency for approval as stated below.

9. The annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of Paul Annis, Plant Maintenance Engineer, Department of Military Affairs and Veterans Services, or his designated representative Michael Jean, Maintenance Technician.
10. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a "journeyman" level of competence. Further, the Contractor shall maintain all necessary certifications and/or licensing as required by state and/or federal law (e.g. 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).
11. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment.
12. Request to repair and/or replace parts shall be approved by Paul Annis, Plant Maintenance Engineer, Department of Military Affairs and Veterans Services, or his designated representative Michael Jean, Maintenance Technician. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of Paul Annis, Plant Maintenance Engineer, Department of Military Affairs and Veterans Services, or his designated representative Michael Jean, Maintenance Technician.

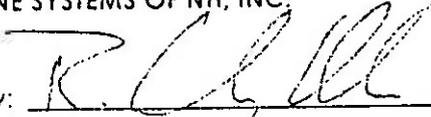
13. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from Paul Annis, Plant Maintenance Engineer, or his designated representative Michael Jean, Maintenance Technician Department of Military Affairs and Veterans Services.
14. The Contractor shall present two (2) copies of a Final Report of work done the previous calendar year. The report may be in a narrative during each month of the contract year. The report shall be submitted to the Paul Annis, Plant Maintenance Engineer, or his designated representative Michael Jean, Maintenance Technician Department of Military Affairs and Veterans Services, on or before January 15 of the following year.
15. Paul Annis, Plant Maintenance Engineer, Department of Military Affairs and Veterans Services, or his designated representative Michael Jean, Maintenance Technician shall:
 - a. Provide the Contractor with all pertinent information regarding the requirements within two (2) working days of receiving a request for information from the Contractor.
 - b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.
16. If applicable, as determined by the Department of Military Affairs and Veterans Services, the Contractor (to include each employee and any approved sub-contractor(s) working in a state office or externally with the State's records) shall be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Safety, Division of State Police, Criminal Bureau. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and sub-contractor(s) to the Requesting Agency.

HVAC Repair Rates (Repair Work/Emergency Calls – Rochester FMS)	
Monday thru Friday, 8:00 AM to 4:30 PM – Journeyman Mechanic	\$95.00 Per Hour/Per Person
Monday thru Friday, 4:31 PM to 7:59 AM – Journeyman Mechanic	\$137.50 Per Hour/Per Person
Saturday Work: Journeyman Mechanic	\$137.50 Per Hour/Per Person
Sunday Work: Journeyman Mechanic	\$137.50 Per Hour/Per Person

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 9, 2019, effective January 1, 2020, amended by the First Amendment on October 8, 2019, amended by the Second Amendment On May 13, 2020, and amended by the Third Amendment on February 3, 2021. This contract shall remain in full force and effect.

Contractor Initials: RUB
Date: 4/14/21

ENE SYSTEMS OF NH, INC.

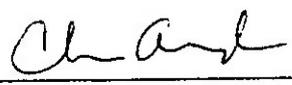
By: 

R. LINDSAY DRISKO
(Print Name)

Title: President

Date: 4/16/2021

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 4-23-21

CERTIFICATE OF AUTHORITY

I, Lindsay Drisko hereby certify that I am the sole member of the board of directors of,
ENE Systems of NH, Inc.

I certify that I am authorized to bind the company, and that no vote of the board of directors was
necessary to grant me said authority.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this
certification as evidence that I have full authority to bind the company.

Signed: 

Date: 4/30/21

THE STATE OF NEW HAMPSHIRE

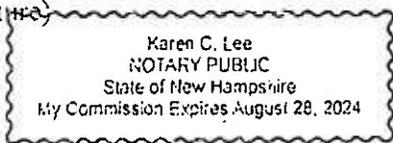
COUNTY OF Herrimack

This instrument was acknowledged before me this April 16th, 2021 (date)

By Karen Lee (name) on 4/16/21 (date)

 my commission expires on 8/28/24

(Signature)



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 ENE SYSTEMS OF NH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 03, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 729782

Certificate Number: 0005353877



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,

this 21st day of April A.D. 2021.

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

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 02/02/2021

CONTRACT FOR: HVAC Preventative Maintenance and Repair Services

CONTRACT #: 8002587

NIGP CODE: 941-5500

CONTRACTOR: ENE Systems of NH, Inc. VENDOR CODE #: 270016

SUBMITTED FOR ACCEPTANCE BY:

Erica Brisson Digitally signed by Erica Brisson
Date: 2021.02.01 19:40:35 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
RECOMMENDED FOR ACCEPTANCE BY:

Paul A. Rhodes Digitally signed by Paul A. Rhodes
Date: 2021.02.02 11:45:31 -05'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



Digitally signed by Gary S. Lunetta
DN: cn=Gary S. Lunetta, o=Department of Administrative
Services, ou=Division of Procurement & Support Services,
email=Gary.Lunetta@des.nh.gov, c=US
Date: 2021.02.03 07:13:51 -05'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE

2/3/21

THIRD AMENDMENT TO THE CONTRACT
BETWEEN ENE SYSTEMS OF NH, INC.

AND

THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002587

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 31 day of January, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ENE Systems of NH, Inc. (hereinafter referred to as "the Contractor") for HVAC Preventative Maintenance Services.

WHEREAS, pursuant to an agreement effective January 1, 2020, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020 and set to expire December 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain HVAC Preventative Maintenance and Repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$2,522,433.40

2. Amend Exhibit B Payment & Pricing; add the following location and payment terms through December 31, 2022:

DEPARTMENT OF ADMINISTRATIVE SERVICES - BUREAU OF COURT FACILITIES (WATER TREATMENT)		
FACILITY NAME	SEMI-ANNUAL PRICE (1/1/21 - 12/31/21)	SEMI-ANNUAL PRICE (1/1/22 - 12/31/22)
Milford Circuit Courthouse, 4 Meadowbrook Drive, Milford	\$497.50	\$497.50
Merrimack County Superior Courthouse, 5 Court St. Concord	\$497.50	\$497.50
Hampton Circuit Courthouse, 3 Timber Swamp Rd. Hampton	\$625.00	\$625.00

Milford Circuit Courthouse (add to Scope of Services): Aqua Labs to provide two (2) service call site visits per year for the Hot Loop-glycol.

Merrimack County Superior Courthouse (add to Scope of Services): Aqua Labs to provide two (2) service call site visits per year for Hot Loop- Water.

Hampton Circuit Courthouse (add to Scope of Services): Aqua Labs to provide two (2) service call site visits per year for Hot Loop- Water, snow melt loop-glycol.

Contractor Initials: (21)

Date: 1/21/21

Inhibitor chemical for water loops are included, glycol inhibitors, if needed will need to be purchased separately for **Millford Circuit Courthouse, Merrimack County Superior Courthouse, and Hampton Circuit Courthouse.**

DEPARTMENT OF ADMINISTRATIVE SERVICES – GENERAL SERVICES (WATER TREATMENT)		
FACILITY NAME	ANNUAL PRICE (1/1/21 – 12/31/21)	ANNUAL PRICE (1/1/22 – 12/31/22)
Walker Building, 21 S. Fruit St. Concord	\$5,175.00	\$5,175.00

Walker Building (add to Scope of Service): test glycol loops 4x per year and cooling towers 6x per during operation. Includes chemical treatment for the cooling tower only. No glycol or glycol inhibitors are included.

All other provisions of the Agreement approved by the Commissioner, Department of Administrative Services on September 9, 2019, effective January 1, 2020, amended by the First Amendment on October 8, 2019, amended by the Second Amendment on May 13, 2020 and set to expire December 31, 2022. The contract shall remain in full force and effect.

ENE SYSTEMS OF NH, INC.

By:

[Signature]
R. Lindsay Drisko
(Print Name)

Title: President

Date: January 27, 2021

NOTARY PUBLIC/JUSTICE OF THE PEACE
Massachusetts, Norfolk County

On the 27th day of January, 2021,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

R. Lindsay Drisko

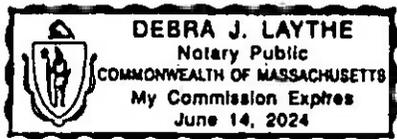
And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:

June 14, 2021
(Date)



STATE OF NEW HAMPSHIRE

By:

[Signature]
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 2/3/21

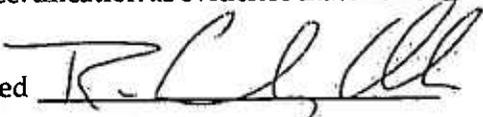
Contractor Initials: [Signature]
Date: 1/27/21

CERTIFICATE OF AUTHORITY

I, R. Lindsay Drisko, hereby certify that I am the sole member of the board of directors of ENE Systems of New Hampshire, Inc.

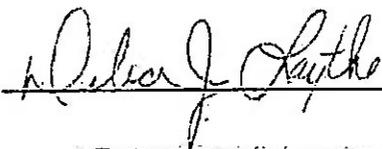
I certify that I am authorized to bind the company, and that no vote of the board of directors was necessary to grant me said authority.

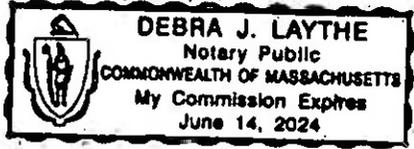
Thereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the company.

Signed 
Date: 2/1/21

State of Massachusetts, County of Norfolk

On this the 1st day of February 2021, before me Debra J. Laythe the undersigned officer, personally appeared R. Lindsay Drisko, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/9/2020

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

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

PRODUCER RogersGray, Inc. - Kingston Branch 63 Smith Lane Kingston MA 02364	CONTACT NAME: PHONE (A/C No., Ext): 508-746-3311		FAX (A/C, No): 877-816-2156
	E-MAIL ADDRESS: mail@rogersgray.com		
INSURED ENE Systems of New Hampshire 155 Rover Road Unit 10 Bow NH 03304	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company of Illinois		27855
	INSURER B: Zurich American Insurance Company		16535
	INSURER C: Travelers Property Casualty Company of America		25674
	INSURER D: Underwriters at Lloyd's London		15792
	INSURER E: INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1611364020

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X.C.U. <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO9809451-03	3/1/2020	3/1/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input type="checkbox"/> AUTOS ONLY			BAP9809452-03	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-15T3946A-20	3/1/2020	3/1/2021	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	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	WC9809450-03	3/1/2020	3/1/2021	X PER STATUTE	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
D	Errors & Omissions			B0621PENES000120	3/1/2020	3/1/2021	Aggregate	3,000,000

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

The Certificate Holder is included as Additional Insured for General Liability, Business Auto and Excess (Umbrella) Liability, on a primary non-contributory basis, as required by a signed written contract or agreement with the Named Insured. The General Liability, Excess (Umbrella) Liability, Automobile Liability, and Workers Compensation/Employers Liability Policies includes a Waiver of Subrogation in favor of the additional insured(s) on whose behalf the Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Department of Administrative Services
 Bureau of Purchase and Property
 25 Capitol Street
 Rm 102
 Concord NH 03301

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 ENE SYSTEMS OF NH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 03, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 729782

Certificate Number: 0004887397



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 5/11/2020

CONTRACT #: 8002587

NIGP CODE: 941-5500

CONTRACT FOR: HVAC Preventative Maintenance and Repair Services

CONTRACTOR: ENE Systems of NH, Inc.

VENDOR CODE #: 270016

SUBMITTED FOR ACCEPTANCE BY:

ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE _____

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE _____

APPROVED FOR ACCEPTANCE BY:

Gary Lunetta (AS)
GARY S. LUNETTA; DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 5/13/20

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

Charles M. Arlinghaus
CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5/13/20

**SECOND AMENDMENT TO THE CONTRACT
BETWEEN ENE SYSTEMS OF NH, INC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002587**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 1st day of ^{May}~~April~~, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ENE Systems of NH, Inc. (hereinafter referred to as "the Contractor") for HVAC Preventative Maintenance Services.

WHEREAS, pursuant to an agreement effective January 1, 2020, amended by the First Amendment on October 8, 2019 and set to expire December 31, 2022. (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain HVAC Preventative Maintenance and Repair services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$2,485,693.40
2. Amend Exhibit B Payment & Pricing; add the following location and payment terms for the period May 1, 2020 through December 31, 2022:

DEPARTMENT OF ADMINISTRATIVE SERVICES – BUREAU OF COURT FACILITIES			
FACILITY NAME	SEMI-ANNUAL PRICE (5/1/20 – 12/31/20)	SEMI-ANNUAL PRICE (1/1/21 – 12/31/21)	SEMI-ANNUAL PRICE (1/1/22 – 12/31/22)
Milford Circuit Courthouse, 4 Meadowbrook Drive, Milford	\$5,607.50	\$5,695.00	\$5,695.00

Add the following equipment for Millford Circuit Court:

Mechanical Equipment -

- (Qty.) – Equipment
- (2) Gas fired boilers - Lochinvar Knight XL
- (2) Boiler injector pumps - Taco 00e
- (2) Main heating loop system pumps
- (1) Gas fired DHW heater - HTP
- (1) DHW circulator pump
- (1) AHU - TRANE - UCCA25A0C0E1A12 - Heating coil with glycol
- (1) CU-1 Condensing unit - attached to AHU-1 - TRANE - RAUJC30EBC03A

Contractor Initials: [Signature]
Date: 5/1/20

- (3) Unit heaters – Trane – Hot water
- (2) Ductless split A/C units – serve I-T rooms
- (4) Building Exhaust Fans

Building Controls System Equipment -

(1) Distech DDC Controls system consisting of the following components:

- (1) EC-BOS-8 Jace controller
- (1) ECY-S1000 – AHU controller w/ (2) IO modules
- (1) ECY-S1000 – Hot Water System Controller
- (12) ECB-VAVs – BACnet

** There is no water treatment at this location, only glycol for the heating system which will be maintained under the HVAC services portion of this contract just as the glycol is handled at the other court locations per the contract **

- 3. All other provisions of the Agreement approved by the Commissioner, Department of Administrative Services on September 9, 2019, effective January 1, 2020, amended by the First Amendment on October 8, 2019 and set to expire December 31, 2022. The contract shall remain in full force and effect.

Contractor Initials: 

Date: 2/11/20

ENE SYSTEMS OF NH, INC.

STATE OF NEW HAMPSHIRE

By: R. Lindsay Drisko
R. Lindsay Drisko
(Print Name)

By: Joseph Bouchard
For Charles M. Arlinhaus
(Print Name)

Title: President

Title: Commissioner ~~Asst.~~
Department of Administrative Services

Date: May 1, 2020

Date: May 13, 2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 1st day of May, 2020
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

R. Lindsay Drisko

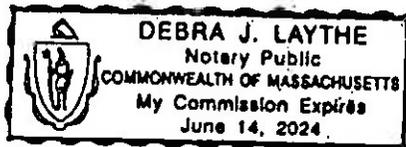
And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

Debra J. Laythe
(Notary Public/Justice of the Peace)

My commission expires:

6/14/24
(Date)



Contractor Initials: (Signature)
Date: 5/13/20

CERTIFICATE OF AUTHORITY

I, R. Lindsay Drisko hereby certify that I am the sole member of the board of directors of ENE Systems of NH, Inc.

I certify that I am authorized to bind the company, and that no vote of the board of directors was necessary to grant me said authority.

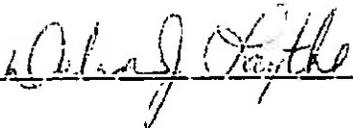
I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the company.

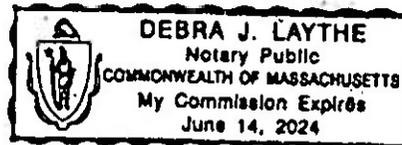
Signed: 

Date: 5/1/20

State of Massachusetts, County of Norfolk

On this the 1st day of May 2020, before me Debra J. Laythe, the undersigned officer, personally appeared R. Lindsay Drisko, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/9/2020

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

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

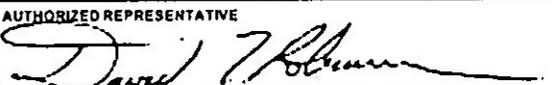
PRODUCER RogersGray, Inc. - Kingston Branch 63 Smith Lane Kingston MA 02364	CONTACT NAME: PHONE (A/C, No, Ext): 508-746-3311 FAX (A/C, No): 877-816-2156 E-MAIL ADDRESS: mail@rogersgray.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED ENE Systems of New Hampshire 155 Rover Road Unit 10 Bow NH 03304	INSURER A: Zurich American Insurance Company of Illinois 27855	
	INSURER B: Zurich American Insurance Company 16535	
	INSURER C: Travelers Property Casualty Company of America 25674	
	INSURER D: Underwriters at Lloyd's London 15792	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 1611364020** **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.

INS# LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X.C.U. <input checked="" type="checkbox"/> Contractual Liab GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO9809451-03	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			BAP9809452-03	3/1/2020	3/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<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			ZUP-15T3946A-20	3/1/2020	3/1/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	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	WC9809450-03	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <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
D	Errors & Omissions			B0621PENES000120	3/1/2020	3/1/2021	Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is included as Additional Insured for General Liability, Business Auto and Excess (Umbrella) Liability, on a primary non-contributory basis, as required by a signed written contract or agreement with the Named Insured. The General Liability, Excess (Umbrella) Liability, Automobile Liability, and Workers Compensation/Employers Liability Policies includes a Waiver of Subrogation in favor of the additional insured(s) on whose behalf the Insured is required to obtain this Waiver under a written contract or agreement executed prior to a loss.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Bureau of Purchase and Property 25 Capitol Street Rm 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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 ENE SYSTEMS OF NH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 03, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 729782

Certificate Number: 0004887397



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 10/7/2019

CONTRACT #: 8002587

NIGP CODE: 941-5500

CONTRACT FOR: HVAC Preventative Maintenance and Repair Services

CONTRACTOR: ENE Systems of NH, Inc.

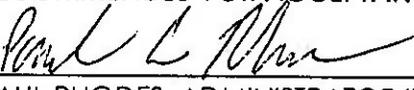
VENDOR CODE #: 270016

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

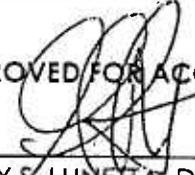
DATE 10/7/2019

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

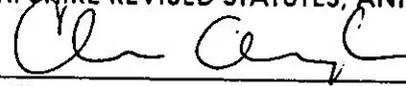
DATE 10/7/19

APPROVED FOR ACCEPTANCE BY:


GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 10/7/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10-8-19

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN ENE SYSTEMS OF NH, INC.**

AND

**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR HVAC PREVENTATIVE MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002587**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 4th day of October, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and ENE Systems of NH, Inc. (hereinafter referred to as "the Contractor") for HVAC Preventative Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective January 1, 2020 set to expire December 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain HVAC preventative maintenance services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$2,451,698.40
2. Amend Exhibit B Payment & Pricing; add the following locations and payment terms for January 1, 2020 through December 31, 2022

DEPARTMENT OF ADMINISTRATIVE SERVICES, GENERAL SERVICES			
FACILITY NAME	SEMI-ANNUAL PRICE (1/1/20 - 12/31/20)	SEMI-ANNUAL PRICE (1/1/21 - 12/31/21)	SEMI-ANNUAL PRICE (1/1/22 - 12/31/22)
Concord Probate Court	\$2,150.00	\$2,150.00	\$2,150.00
Supreme Court Building	\$5,250.00	\$5,250.00	\$5,250.00
Department of Motor Vehicles	\$4,750.00	\$4,750.00	\$4,750.00
James H. Hayes Safety Building	\$9,250.00	\$9,250.00	\$9,250.00
DOT Materials & Research	\$5,150.00	\$5,150.00	\$5,150.00
Department of Health and Human Services	\$23,225.00	\$23,225.00	\$23,225.00
Administrative Services Data Services	\$4,150.00	\$4,150.00	\$4,150.00
John O. Morton Building	\$8,150.00	\$8,150.00	\$8,150.00
Legislative Office Building	\$8,225.00	\$8,225.00	\$8,225.00

Contractor Initials: ENE
Date: 10/11/19

Department of Revenue, M & S Building	\$3,095.00	\$3,095.00	\$3,095.00
Records & Archives	\$2,280.00	\$2,280.00	\$2,280.00
Emergency Operations Center	\$3,000.00	\$3,000.00	\$3,000.00
McAuliffe - Shepard Discovery Center	\$7,325.00	\$7,325.00	\$7,325.00

DEPARTMENT OF ADMINISTRATIVE SERVICES, GENERAL SERVICES - WATER TREATMENT			
FACILITY NAME	SEMI-ANNUAL PRICE (1/1/20 - 12/31/20)	SEMI-ANNUAL PRICE (1/1/21 - 12/31/21)	SEMI-ANNUAL PRICE (1/1/22 - 12/31/22)
Supreme Court Building	\$2,365.00	\$2,365.00	\$2,365.00
James H. Hayes Safety Building	\$2,365.00	\$2,365.00	\$2,365.00
Department of Health & Human Services	\$7,150.00	\$7,150.00	\$7,150.00
Administrative Services - Data Center	\$2,365.00	\$2,365.00	\$2,365.00
John O. Morton Building	\$6,600.00	\$6,600.00	\$6,600.00
Legislative Office Building	\$6,600.00	\$6,600.00	\$6,600.00
Emergency Operations Center	\$2,365.00	\$2,365.00	\$2,365.00
McAuliffe-Shepard Discovery Center	\$2,365.00	\$2,365.00	\$2,365.00
Spaulding Hall	\$3,300.00	\$3,300.00	\$3,300.00
Johnson Hall	\$3,300.00	\$3,300.00	\$3,300.00

3. NH Lottery Commission add the following per Bid 2197-20 Addendum 5:
Will have quarterly filter changes and one (1) coil cleaning per year to be included in the PMS.
4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 9, 2019, shall remain in full force and effect.

ENE SYSTEMS OF NH, INC.

By: [Signature]

Lindsay Drisko
(Print Name)

Title: President

Date: October 4, 2019

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 10-8-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 4th day of October, 2019,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Lindsay Drisko

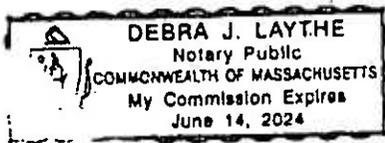
And acknowledge that he executed this
document indicated above.

In witness thereof, I hereunto set my hand
and official seal.

[Signature]
(Notary Public/Justice of the Peace)

My commission expires:

June 14, 2024
(Date)

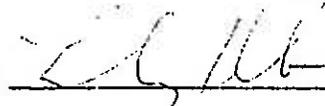


CERTIFICATE OF AUTHORITY

I, Lindsay Drisko hereby certify that I am the sole member of the board of directors of ENE Systems of NH, Inc.

I certify that I am authorized to bind the company, and that no vote of the board of directors was necessary to grant me said authority.

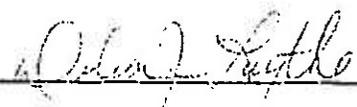
I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the company.

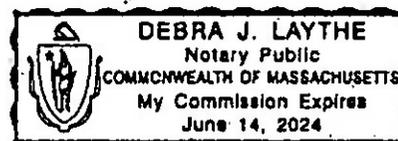
Signed: 

Date: 10/4/19

State of Massachusetts, County of Norfolk

On this the 4th day of October 2019, before me Debra J. Laythe, the undersigned officer, personally appeared Lindsay Drisko, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.





DEPARTMENT OF ADMINISTRATIVE SERVICES: BUREAU OF GENERAL SERVICES

1. The Vendor shall provide the Bureau of General Services with a "**total maintenance program**" for refrigerated water chillers, air conditioning systems, plate heat exchangers, and associated devices (see attached equipment list, Appendix A, SECTION VI, for the types of equipment to be covered) owned by the State of New Hampshire
2. The term "**total maintenance program**" as used above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein. The equipment covered by this agreement, their respective locations and manufacturers are listed and attached as part of this bid invitation in Appendix A.
3. The term "**total maintenance program**" as used above shall mean servicing, repairing, lubricating and/or replacing chillers and air conditioning system components, and associated devices as necessary, as well as providing all necessary fluid and refrigerants. Mechanical system associated devices, shall include cooling towers, glycol coolers, air cooled condensers, condenser fans and motors, chilled water, condenser water and glycol pumps, automatic controls, dampers, valves, all electrical components including coils and contactors (from the load side of the respective disconnect switches), automatic and manual valves, gauges, strainers, chilled water loop (to the main supply and return shutoff valves only), condenser water, glycol and refrigerant loops, and all other devices associated with the chilled water and condenser water systems. Shells and tubes are excluded from this agreement.
4. The Vendor shall perform the procedures necessary to "startup" and "shutdown" the chillers in accordance with the manufacturers' recommendations. Start and shutdown times will be determined by the State, and will vary from location to location. Should startup be required before May 1st or shut down after September 30th, the State will be responsible for cooling tower draining and refilling in the event of freezing temperatures.
5. The Vendor shall clean all condenser tubes once each year in order to remove all scale and sludge. The Vendor shall use either chemical or mechanical means to accomplish the above, but if chemical means are used the Administrator, Bureau of General Services must be notified so that he/she may inspect and approve the cleaning. The Vendor shall be responsible to clean evaporator tubes if required to maintain the chiller in proper operating condition.
6. The Vendor shall maintain all refrigerated chillers and air conditioning systems and as required to maintain them in proper operating condition by providing, at a minimum the following services:
 - Check unit thoroughly for refrigerant leaks and proper amount of refrigerant; add refrigerant as required (Vendor shall be responsible for the removal and disposal of used refrigerant)
 - Check and calibrate safety and operating controls
 - Check and tighten all electrical terminals and terminations, check contacts for wear and replace and/or repair all defective electrical components
 - Check oil level in compressors and add as required
 - Check glycol level and add as required
 - Check crankcase heaters
 - Check internal interlocks, flow switches and any associated pumps and fans
 - Check oil samples for acid and change oil when so indicated by analysis

- Any other maintenance or component replacement or repair necessary to maintain the refrigerated chillers and air conditioning systems in accordance with manufacturer's specifications. **Any associated costs for crane or hoist usage shall be included.**
7. The Vendor shall clean and check all cooling towers a minimum of once a year and as required to maintain them in proper operating condition. At a minimum, the services shall consist of the following:
- Draining, flushing and cleaning towers
 - Clean and painting rusted areas
 - Check and clean or replace nozzles
 - Check float valves and repair or replace if necessary
 - Inspect and lubricate all bearings
 - Check fans for balance and repair or replace if necessary
 - Clean fan blades
 - Check and tightening all electrical terminations. Check contacts for wear; repair and/or replace defective electrical components and check motor current against nameplate.
 - Any other maintenance or component replacement or repair necessary to maintain the cooling towers in accordance with manufacturer's specifications is included.
8. The Vendor shall maintain all condenser water, chilled water, circulator pumps and glycol pumps a minimum of once a year and as required to maintain them in proper operating condition by providing, at a minimum, the following services:
- Clean and painting of pump housings when required
 - Inspect electrical connections and contactors
 - Check couplings for alignment and wear and realign or replace when necessary
 - Lubrication of all bearings
 - Check packing and adjust or replace if necessary
 - Clean strainers
 - Check impeller and wearing rings and replace if necessary
 - Check for bearing wear and replace if needed
 - Check and replace gaskets when needed
 - Tighten all nuts and bolts, check and tighten all electrical terminations, check contacts for wear, repair and/or replace defective electrical components, check motor current against nameplate and check motor mounts and vibrator pads.
 - Any other maintenance or component replacement necessary to maintain the condenser water, chilled water, circulator pumps and glycol pumps in accordance with manufacturer's specifications is included in this agreement.
9. The Vendor shall clean and check the Plate Heat Exchanger a minimum of once a year and as required to maintain it in proper working condition. The Vendor shall inspect the equipment completely and perform any required maintenance in accordance with the manufacturer's recommendations.
10. Air handler systems shall be inspected semi-annually in the spring and the fall. Maintenance shall be performed on the air handlers during these semi-annual inspections and shall include, at a minimum, the following services:
- Repair or replace defective bearings as required
 - Check fans and fan shafts for proper balance and repair or replace as necessary
 - Check all belts for proper tension, alignment and wear, replace belts as required
 - Check all air handling systems for proper flow, operation and control sequence (All related controls are included)
 - Align all sheaves and repair or replace as required

- Check and tighten all electrical terminations, check contacts for wear; Repair and/or replace defective electrical components and check motor current against nameplate
 - Any other maintenance or component replacement or repair necessary to maintain the air handlers in accordance with manufacturer's specifications is included in this agreement.
11. In addition to annual start up and shut down and any emergency requirement, the Vendor shall provide a monthly inspection visit for each chilled water and air conditioning system. During these monthly visits, they shall completely inspect the equipment and perform any required maintenance pursuant to the manufacturers' recommendation.
 12. The Vendor shall retain the services of a competent independent water treatment company to provide complete chemical water treatment of the cooling towers, condenser water and chilled water loops. Monthly water treatment reports for the Subcontractor shall be submitted and directed to the Administrator, Bureau of General Services and should include at a minimum:
 - PH
 - Dissolved solids
 - Alkalinity
 13. In March of each year, the Vendor shall provide electrical testing of all disconnect switches, motor starters, wiring and all other electrical devices associated with the water chiller and all air conditioning systems. At a minimum the following must be done:
 - Megger all motors
 - Check over current settings
 - Check insulation resistance
 - Check contact resistance
 - Check all connections for tightness, and
 - Clean service and repair and/or replace all defective components.
 - A complete report of the results from the electrical testing company shall be submitted directly to the Administrator, Bureau of General Services within thirty days of completing the work.
 14. The Vendor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a "journeyman" level of competence. Apprentices may be used only for work of a routine nature and then only when accompanied by and under the direction of a qualified journeyman. Further, the Vendor shall maintain all necessary certifications and/or licensing as required by state and/or federal law (e.g. NH Gas Fitter's License for all persons engaged in the installation, servicing and/or repair of gas fired appliances; EPA Certification for CFC (chlorofluorocarbons) Recovery).
 15. The Vendor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Vendor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment.
 16. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Administrator, Bureau of General Services or his/her designated representative.

17. The Vendor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the signature thereon from the Administrator, Bureau of General Services or his/her designated representative.
18. The Vendor shall present two (2) copies of a Final Report of work completed the previous calendar year. The report may be in a narrative format for each month of the contract year. The report shall be submitted to the Administrator, Bureau of General Services, on or before January 15th.
19. The Vendor shall furnish and maintain a performance bond or other security acceptable to the Administrator, Bureau of General Services for 100% of this Section. The bond shall cover the contract period and must be executed by a company authorized to do business in the State of New Hampshire.
20. The Administrator, Bureau of General Services, shall:
 - a. Provide the Vendor with all pertinent information regarding the requirements for this contract within two (2) working days of receiving a request for information from the Vendor.
 - b. Examine any documents submitted by the Vendor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Vendor's work.
21. The Contractor shall be responsible to retain the services of a competent independent water treatment company to test and provide water treatment of the glycol system for PH, specific gravity, freeze point and glycol percentage. The Contractor is responsible to treat the glycol loop to maintain proper PH, and inhibitor levels. The Contractor is not responsible to replace glycol in the system that results from a leak in the system. The State will provide all glycol that may be required.

The Contractor shall retain the services of a competent independent water treatment company to provide complete chemical water treatment of the cooling towers, condenser water and chilled water loops. Monthly water treatment reports for the Subcontractor shall be submitted and directed to the Administrator, Bureau of General Services and should include at a minimum:

- PH
- Dissolved solids
- Alkalinity

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 ENE SYSTEMS OF NH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 03, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 729782

Certificate Number: 0004540495



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of July A.D. 2019.

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

William M. Gardner
Secretary of State



ENESYST-01

CFOGARTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2019

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.

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PRODUCER RogersGray, Inc. 434 Rte 134 South Dennis, MA 02660	CONTACT NAME:	
	PHONE (A/C, No, Ext):	(800) 553-1801
	FAX (A/C, No):	(877) 816-2156
	E-MAIL ADDRESS:	mail@rogersgray.com
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Company of Illinois	27855
	INSURER B: Zurich American Insurance Company	16535
	INSURER C: Travelers Property Casualty Company of America	25674
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
ENE Systems of NH
155 River Road
Bow, NH 03304

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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X,C,U <input checked="" type="checkbox"/> Contractual Liab		GLO9809451-02	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 300,000 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 GENTL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP9809452-02	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS 10,000		ZUP-15T3946A-19	3/1/2019	3/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	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	WC9809450-02	3/1/2019	3/1/2020	<input checked="" type="checkbox"/> PER STATUTE <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

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

re: RFB #2197-20 HVAC Preventative Maintenance and Repair Services

State of New Hampshire is Included as Additional Insured for General Liability and Excess (Umbrella) Liability as required by a signed written contract or agreement with the Named Insured.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
25 Capitol Street RM 102
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 9/5/2019

CONTRACT #: 8002585
8002587
8002589

NIGP CODE: 941-5500

CONTRACT FOR: HVAC Preventative Maintenance and Repair Services

CONTRACTOR: AAA Energy Service Co., Inc.
ENE Systems of NH, Inc.
Alliance Group, Inc.

VENDOR CODE #: 210473
270016
216354

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

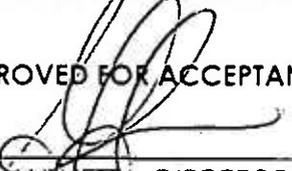
DATE 9/5/19

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 9/5/19

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 9/16/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.


CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 9/16/19

Subject: HVAC Preventative Maintenance and Repair Services

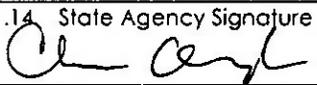
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

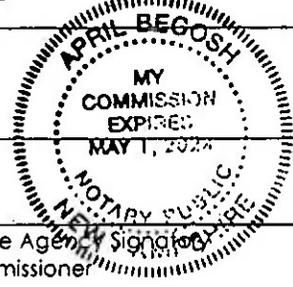
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capital Street Concord, NH 03301	
1.3 Contractor Name ENE Systems of NH, Inc.		1.4 Contractor Address 155 River Road #10 Bow, NH 03304	
1.5 Contractor Phone Number 603-856-0330	1.6 Account Number Various	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$1,819,73.40
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory R. Lindsay Drisko, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>8/27/19</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>APRIL BEGOSH, NOTARY</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, 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: _____			
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.

Contractor Initials RLB
Date 2/21/10

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 OF SERVICES**

1. INTRODUCTION

ENE Systems of NH, Inc. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with HVAC Preventative Maintenance and Repair Services in accordance with the bid submission in response to State Request for Bid #2197-20 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2197-20

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT C "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Payment Terms," (4) EXHIBIT A "Scope of Services," and (5) EXHIBIT D "RFB 2197-20."

3. TERM OF CONTRACT

This contract shall commence on January 1, 2020 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

BUREAU OF FACILITIES AND ASSET MANAGEMENT

1. The Contractor shall provide the Bureau of Facilities and Asset Management with preventative maintenance, repair and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices owned by the State of New Hampshire.
2. The term "preventative maintenance" as used above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein. Seasons are defined as:
 - Cooling Season (on or before April 30)
 - Heating season (on or before September 30)

3. The Contractor shall provide an annual fall maintenance inspection of the unit heaters, radiant heat panels, baseboards, make-up air units, infrared heaters and cabinet heaters as described herein. The maintenance inspection shall include the following services:
 - Brush or vacuum grilles, coils, fan, etc.
 - Lubricate fan and motor bearings where applicable
 - Check belts and sheaves where applicable. Contractor shall supply and replace belts as needed.
 - Check steam traps, valves, etc. where applicable
 - Check and tighten all electrical connections
 - Check all control operations
 - Lubricate and adjust dampers and linkages
 - Check heat exchanger for leaks where applicable
 - Check gas valve and controls where applicable
 - Check oil burner and controls where applicable
 - Check and tighten electric heater connections
 - Check amps/volts where applicable
 - Check filters
 - Check fan assembly
 - Check and tighten all mounting hardware
 - Check overall operation
 - Check hardware and gaskets

4. Contractor shall inspect and complete preventative maintenance on all air conditioning systems and chiller systems annually in the spring (March – May) as required to maintain them in proper operating condition by providing, at a minimum, the following services:
 - Check and record volts/amps of compressors
 - Check and record volts/amps of condenser fan motor where applicable
 - Check starter and contact surfaces
 - Check and record operating temperatures
 - Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant)
 - Check moisture indicators and sight glasses
 - Check oil level
 - Check oil contamination
 - Check all belts where applicable
 - Check all safety controls
 - Check superheat and adjustment
 - Check hot gas by-pass controls where applicable
 - Check head pressure controls where applicable
 - Check unloader operation where applicable
 - Check all operating controls
 - Check and tighten all electrical connections
 - Lubricate motors/bearings where applicable
 - Inspect and clean condenser coil
 - Clean and paint rusted areas
 - Check water cooled condenser coil where applicable
 - Check water regulating valve where applicable
 - Check cap tubes/piping for chafing
 - Check crankcase heaters

- Visually check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of used refrigerant)
 - Check fan wheels - clean as required
 - Check fan scrolls - clean as required
 - Check fan sheave wear
 - Check fan sheave alignment
 - Check fan bearing supports
 - Check motor supports
 - Check damper operation
 - Check damper linkages
 - Check motor damper operation
 - Inspect and clean evaporator coils
 - Inspect and clean condensate pans
 - Inspect and clean condensate pumps where applicable
 - Replace air filters (**See #9 Air Filters**)
 - Check and clean outside air intakes
 - Check for any unusual noises or vibrations
 - Check structural integrity of the unit
 - Check glycol level if applicable
 - Check humidifier strainer where applicable
 - Check and clean humidifier drain/pan
 - Check and clean humidifier float assembly
 - Check humidifier level controls
 - Check humidifier heating elements
 - Check all humidifier controls
 - Check and clean outside air intakes,
 - Check for any unusual noises or vibrations,
 - Check structural integrity of the unit,
 - Check glycol level if applicable.
5. The Contractor shall maintain all digital control systems and associated devices on a semi-annual basis: spring (March – May) and fall (September – November) as required to maintain them in proper operating condition by providing, at a minimum, the following services:
- Review system for proper operation, verify that all associated devices start and stop properly, check that set points are maintained, and verify scheduling
 - Check operational sequence of all VAV's, and related preheat, reheat and radiation valves and motors
 - Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
 - Test and calibrate all devices including but not limited to thermostats, actuators, controls, dampers, valves, variable air volume devices
 - Make back-up copies of software configurations and operating system. Provide customer with access to most recent copy
 - Check and record any system abnormalities or deficiencies
6. The Contractor shall inspect all condenser water, and chilled water pumps as well as any glycol pumps annually in the spring (March- May). In addition, the Contractor shall inspect all forced hot water pumps and circulators in the fall (September - November) as required to maintain them in proper operating condition by providing, at a minimum, the following services:
- Inspect electrical connections and contactors
 - Check couplings for alignment and wear and realign or replace when necessary

- Lubricate all bearings
 - Check packing and adjust if necessary
 - Clean strainers
 - Check impeller and wearing rings
 - Check for any bearing wear
 - Check gaskets
 - Check for proper operation
 - Check for any improper vibration or noise
 - Tighten all nuts and bolts
 - Check and tighten all electrical terminations
 - Check contacts for wear
 - Check and record motor current against nameplate
 - Check motor mounts and vibrator pads
7. The Contractor shall perform annual fall cleaning and inspections of all heating systems including boilers, furnaces and domestic hot water tanks as described below:
- Remove all cleaning access panels
 - Wire brush and vacuum all fireside surfaces free of soot
 - Wash coat all refractory; perform patching of refractory as required
 - Replace all gasketing as required
 - Reseal boiler access panels
 - Inspect all burners; Adjust spark gap and test pilots
 - Test fire all burners
 - Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs
 - Test and ensure that all operating controls for the respective heating systems are working properly
 - Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers
 - Supply and replace belts as needed or annually.
8. The Contractor shall provide semi-annual inspections in the spring (March – May) and fall (September – November) of the air handler systems. Inspections shall include the following:
- Check bearings for wear
 - Check fans and fan shafts for proper balance
 - Check all belts for proper tension, alignment and wear. Contractor shall supply and replace belts as needed.
 - Checking all air handling systems for proper flow, operation and control sequence (All related controls are included)
 - Clean all heating and cooling coils
 - Clean and scrub all condensation pans and check to ensure that pans are pitched correctly for proper drainage
 - Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order
 - Check all sheaves for proper alignment
 - Check and tighten all electrical terminations
 - Check contacts for wear
 - Check and record motor current against nameplate
 - Check all safety controls
 - Lubricate motors/bearings where applicable

- Check fan wheels - clean as required
- Check fan scrolls - clean as required
- Check fan bearing supports
- Check motor supports
- Check damper operation
- Check damper linkages
- Check motor damper operation
- Inspect and clean condensate pumps where applicable
- Replace air filters (**See #9 Air Filters**)
- Check humidifier strainer where applicable
- Check and clean humidifier float assembly
- Check humidifier level controls
- Check and clean humidifier drain/pan
- Check humidifier heating elements
- Check all humidifier controls
- Check and clean outside air intakes
- Check for any unusual noises or vibrations
- Check structural integrity of the unit

9. AIR FILTERS: Contractor is responsible for providing and replacing all air filters (including anti-microbial filters). The list below contains air filters used in these facilities.

Manufacturer	Description
Sanyo	apatite filter STKFDXB
Sanyo	Air Filter Assembly 2 852-0-2307-34002
Mitsubishi	Outlander Particulate Type Filter
Trane	1" (cm) TA and Pl. Media Model 02 87/8 x 191/8
Trane	1" (cm) TA and Pl. Media, Model 04 87/8 x 241/8
Trane	1" Fresh Air Filter (only on cabinet styles D, E, and H with bottom return and fresh air opening) Model 02 51/2 x 191/8
Trane	1" Fresh Air Filter (only on cabinet styles D, E, and H with bottom return and fresh air opening) Model 04 51/2 x 241/8
Trane (roof top)	20 – 30 ton take 20 x 20 x 2; 40 ton 20 x 25 x 2

Filters shall meet or exceed existing filters for efficiency and quality

Dolloff Building – Pellet Boiler Preventative Maintenance:

Fall PM:

- Clean complete boiler and accessories
- Check fans for rotation and vibration
- Check all gear boxes for proper levels and operations
- Check fuel feed system and fuel condition
- Check that alarms are functional
- Check for proper valve alignment and circulator pumps are operational

Spring PM:

- Clean boiler and accessories
- Check system for excessive wear
- Lube all bearings that are not sealed
- Check gearboxes for leaks

- Drain water from bottom of boiler until it runs clear
10. The annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of the Administrator, or his/her designated representative.
 11. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a "journeyman" level of competence.
 12. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. Contractor shall provide a "not to exceed" estimate before starting any work. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three hours from any overtime payment.
 13. Request to repair and/or replace parts shall be approved in advance by the Administrator Bureau of Facilities and Assets Management, or his designated representative. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Administrator, or his designated representative.
 14. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the Administrator, or his designated representative.
 15. The Contractor shall present two (2) copies of a Final Report of work done the previous fiscal year. The report may be in a narrative during each month of the contract year. The reports shall be submitted to the Administrator or his/her designated representative on or before January 15th of the following year.
 16. The above-referenced District Administrators, Department of Transportation, OR Bureau Chief, DNCR, Division of Travel and Tourism Development shall:
 - a. Provide the Contractor with all pertinent information regarding the requirements for this contract within two (2) working days of receiving a request for information from the Contractor.
 - b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.

DEPARTMENT OF ADMINISTRATIVE SERVICES: BUREAU OF COURT FACILITIES

1. The Contractor shall provide the Bureau of Court Facilities with a "**total maintenance program**" and "**automatic temperature control system services**" for refrigerated water chillers, air conditioning systems, plate heat exchangers, boilers, burners, domestic hot water heating systems, air handlers, pumps, controls and associated devices owned by the State of New Hampshire, Bureau of Court Facilities.

2. The term "total maintenance program" and "automatic temperature control system services" shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein.
3. The term "total maintenance program" as used above shall mean servicing, repairing, lubricating and/or replacing chiller, heat plate exchanger, air handling system, heating and air conditioning system components, all controls, valves, dampers, motors and associated devices as necessary, as well as providing all necessary fluid and refrigerants. This includes all controls for the boilers, all oil and gas fired burners and all supporting equipment. Mechanical system associated devices, shall include cooling towers, glycol coolers, air cooled condensers, humidifiers, condenser fans and motors, supply and return fans and motors, radiation convectors, unit heaters, and cabinet heaters, chilled water, heating, condenser water and glycol pumps, automatic controls, dampers, valves, all electrical components including coils and contactors (from the load side of the respective disconnect switches), automatic and manual valves, gauges, strainers, chilled water loop (to the main supply and return shutoff valves only), condenser water, glycol and refrigerant loops, and all other devices associated with the chilled water and condenser water systems. Shells, tubes, hot water tanks and actual boiler vessels are excluded.
4. The term "automatic temperature control system services" as used above shall include servicing, repairing, replacing, lubricating and calibrating all pneumatic, electric and electronic systems and associated devices as required. Pneumatic system associated devices shall include air compressors, motors, refrigerated air dryers, filters, pressure reducing stations and time clocks. Direct digital control systems shall include all hardware (terminals, printers, video stations and all other components, software and peripheral equipment (valves and motors).
5. The Contractor shall clean all condenser tubes once each year in order to remove all scale and sludge. The Contractor may use either chemical or mechanical means to accomplish the above, but if chemical means are used the Administrator, Bureau of Court Facilities must be notified so that he/she may inspect and approve the cleaning. The Contractor shall be responsible to clean evaporator tubes, if required, to maintain the chiller in proper operating condition.
6. The Contractor shall maintain all refrigerated chillers and air conditioning systems and make monthly visits from April through September, and additionally as required, to maintain them in proper operating condition by providing, at a minimum the following services:
 - Check unit thoroughly for refrigerant leaks and proper amount of refrigerant; add refrigerant as required (Contractor shall be responsible for the removal and disposal of used refrigerant),
 - Check and calibrate safety and operating controls,
 - Check and tighten all electrical terminals and terminations, check contacts for wear and replace and or repair all defective electrical components,
 - Check oil level in compressors and add as required,
 - Check glycol level and add as required,
 - Check crankcase heaters,
 - Check internal interlocks, flow switches and any associated pumps and fans,
 - Check oil samples for acid and change oil when so indicated by analysis,
 - Any other maintenance or component replacement or repair necessary to maintain the refrigerated chillers and air conditioning systems in accordance with manufacturers' specifications is included in this agreement. **Any associated costs for crane or hoist usage shall be included.**

7. The Contractor shall maintain all digital control systems and associated devices on a semi-annual basis, and as required to maintain them in proper operating condition by providing, at a minimum, the following services:
 - Review system for proper operation, verify that equipment starts and stops properly, check that set points are maintained, and verify scheduling
 - Provide parts and labor for proper system operation during scheduled preventative maintenance
 - Repair any system failures due to normal wear and tear
 - Repair and/or replace any defective valves, damper motors or actuators etc.
 - Provide emergency calls between inspections, diagnosis of trouble, make adjustments and supply parts and labor
 - Any other maintenance or component replacement or repair necessary to maintain the digital control systems in accordance with manufacturer's specifications is included.

8. The Contractor shall clean and check all cooling towers a minimum of once a year and as required to maintain them in proper operating condition. At a minimum, the services shall consist of the following:
 - Draining, flushing and cleaning towers
 - Clean and paint rusted areas
 - Check and clean or replace nozzles
 - Check float valves/electronic sensors and repair or replace as necessary
 - Check basin heater at Hillsborough County Superior -North
 - Inspect and lubricate all bearings
 - Check fans for balance and repair /or replace if necessary
 - Clean fan blades
 - Check and tightening all electrical terminations. Check contacts for wear, repair and/or replace defective electrical components and check motor current against nameplate.
 - Any other maintenance or component replacement or repair necessary to maintain the cooling towers in accordance with manufacturer's specifications is included.

9. The Contractor shall clean and check all air-cooled condensers and glycol coolers a minimum of once a year and as required to maintain them in proper working condition. At a minimum, this service shall consist of the following:
 - Clean condenser completely including coil surfaces
 - Clean and painting rusted areas
 - Inspect and lubricate bearings
 - Check for refrigerant leaks, and repair (Contractor shall be responsible for the removal and disposal of used refrigerant)
 - Check fans for balancing and repair or replace if necessary
 - Clean fan blades
 - Check and tighten all electrical terminations, check contacts for wear. Repair and/or replace defective electrical components and check motor current against nameplate.
 - Any other maintenance or component replacement or repair necessary to maintain the condensers in accordance with manufacturer's specifications is included.

10. The Contractor shall clean and check the Vicarb plate heat exchanger a minimum of once a year and as required to maintain it in proper working condition. The Contractor shall inspect the equipment completely and perform any required maintenance pursuant to the manufacturers' recommendations.

11. The Contractor shall maintain all condenser water, chilled water, circulator pumps and glycol pumps a minimum of once a year and as required to maintain them in proper operating condition by providing, at a minimum, the following services:
- Clean and paint pump housings when required
 - Inspect electrical connections and contactors
 - Check couplings for alignment and wear and realign or replace when necessary
 - Lubrication of all bearings
 - Check packing and adjust or replace if necessary
 - Clean strainers
 - Check impeller and wearing rings and replace if necessary
 - Check for bearing wear and replace if needed
 - Check and replace gaskets when needed
 - Tighten all nuts and bolts, check and tighten all electrical terminations; check contacts for wear, repair and/or replace defective electrical components, check motor current against nameplate and check motor mounts and vibrator pads
 - Any other maintenance or component replacement necessary to maintain the condenser water, chilled water, circulator pumps and glycol pumps in accordance with manufacturer's specifications is included.
12. The Contractor shall provide semi-annual inspections of all control systems including all components as described below. These inspections will take place in the spring and fall. The automatic temperature control system services shall consist, at a minimum, the following services:
- Calibrate all transmitter receiver gauges and controllers
 - Check all PE switches, solenoid air valves and limit controls
 - Check all control valves and pilot positioners
 - Check operation of all auxiliary devices
 - Review HVAC system sequence of operation
 - Check all dampers and lubricate
 - Check operational sequence of all VAV's, single duct terminal units, CAV's and related preheat, reheat and radiation valves and motors, if equipment is not working notify maintenance mechanics
 - Check operational sequence of all cabinet heaters, unit heaters and electric strip heaters
 - Check all room thermostats
 - Check time-clock operation and settings
 - Check particle filters and oil filters (change as required)
 - Check pressure reducing valve settings
 - Check low-pressure safety valve
 - Check air dryer refrigerant pressure/temperatures
 - Check air dryer drain tap and by pass valves
 - Drain air compressor tank and check traps
 - Check air compressor oil pressure
 - Check air compressor belt and sheaves (change as required); Change air compressor suction filter as required
 - Check air compressor unloaders and check valve
 - Check air compressor operating controls including PE switch, starter and alternator
 - Check air compressor high-pressure safety valve
 - Perform any software changes, upgrades and back-ups as required
 - Repair or replace all defective components
 - Any other maintenance, or component replacement or repair necessary to maintain the control systems in accordance with manufacturer's specifications is included.

13. The Contractor shall provide annual fall cleaning and inspections of all heating systems including boilers and domestic hot water tanks as described below:
- Remove all cleaning access panels
 - Wire brush and vacuum all fireside surfaces free of soot
 - Wash coat all refractory; perform patching of refractory as required
 - Replace all gaskets as required
 - Reseal boiler access panels
 - Inspect all burners; Adjust spark gap and test pilots
 - Test fire all burners
 - Test all safety devices including but not limited to fire eye controls, pressure relief valves and low water cut offs
 - Test and ensure that all operating controls for the respective heating systems are working properly
 - Collect and properly dispose of all waste products that result from the cleaning or repairs to the above mentioned boilers
 - Any other maintenance or component replacement or repair necessary to maintain the boilers, burners, domestic hot water systems and associated controls in proper working order in accordance with manufacturer's specifications is included.
14. Air handler systems shall be inspected semi-annually in the spring and the fall. Maintenance shall be performed on the air handlers during these semi-annual inspections and shall include, at a minimum, the following services:
- Repair or replace defective bearings as required
 - Check fans and fan shafts for proper balance and repair or replace as necessary
 - Check all belts for proper tension, alignment and wear, replace belts as required
 - Check all air handling systems for proper flow, operation and control sequence (All related controls are included)
 - Clean all heating and cooling coils (2) two times a year **(this work to be completed after 4:00 PM)**
 - Clean and scrub all condensation pans and check to make sure that pans are pitched correctly for proper drainage **(this work is to be performed off hours, weekday nights, or weekends)**
 - Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order
 - Air filters will be provided by the State and shall be replaced by the Contractor semi-annually
 - Align all sheaves and repair or replace as required
 - Check and tighten all electrical terminations; check contacts for wear; and/or replace defective electrical components and check motor current against nameplate
 - Any other maintenance or component replacement or repair necessary to maintain the air handlers in accordance with manufacturer's specifications is included.
15. In addition to annual start up and shut down and any emergency required, the Contractor shall provide monthly inspections during the months of April through September of each chilled water and air conditioning system. During these monthly visits, the Contractor shall completely inspect the equipment and perform any required maintenance pursuant to the manufacturers' recommendation.
16. Prior to April 1 of each year, the Contractor shall retain the services of a competent independent electrical testing company to provide electrical testing of all disconnect switches, motor starters,

wiring and all other electrical devices associated with the water chiller and all air conditioning systems. At a minimum, the following services must be done:

- Megger all motors
- Check over current settings
- Check insulation resistance
- Check contact resistance
- Check all connections for tightness and
- Clean, service, and repair and/or replace all defective components

A complete report of the results from the electrical testing company shall be submitted directly to the Administrator, Bureau of Court Facilities or his/her designated representative within thirty (30) days of completing the work.

17. The Contractor shall, in performing the services as described herein utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a "journeyman" level of competence. Apprentices may be used only for work of a routine nature and then only when accompanied by and under the direction of a qualified journeyman. Further, the Contractor shall maintain all necessary certifications and/or licensing as required by state and/or federal law (e.g. NH Gas Fitter's License for all persons engaged in the installation, servicing and/or repair of gas fired appliances; EPA Certification for CFC (chlorofluorocarbons) Recovery).
18. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours (five (5) hours for Coos County Superior Court, Carroll County Superior Court and Northern Carroll County District Court) after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment, except for Coos County Superior Court, Carroll County Superior Court and Northern Carroll County District Court where the State may deduct the additional time over five (5) hours from any overtime payment.
19. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Administrator, Bureau of Court Facilities or his/her designated representative.
20. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain the signature thereon from the Administrator, Bureau of Court Facilities or his/her designated representative.
21. The Contractor shall present two (2) copies of a Final Report of work completed the previous calendar year. The report may be in a narrative format for each month of the contract year. The report shall be submitted to the Administrator, Bureau of Court Facilities, on or before January 15.
22. The Contractor shall furnish and maintain a performance bond or other security acceptable to the Administrator, Bureau of Court Facilities for 100% of this Section (Section I). The bond shall cover the contract period and must be executed by a company authorized to do business in the State of New Hampshire.
23. The Administrator, Bureau of Court Facilities, or his/her designated representative shall:

- a. Provide the Contractor with all pertinent information regarding the requirements for this contract within two (2) working days of receiving a request for information from the Contractor.
 - b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.
24. The Contractor shall be responsible to retain the services of a competent independent water treatment company to test and provide water treatment of the glycol system for PH, specific gravity, freeze point and glycol percentage. The Contractor is responsible to treat the glycol loop to maintain proper PH, and inhibitor levels. The Contractor is not responsible to replace glycol in the system that results from a leak in the system. The State will provide all glycol that may be required.
25. The Contractor shall retain the services of a competent independent water treatment company to provide complete chemical water treatment of the cooling towers, condenser water, chilled water loops and forced hot water systems. The Contractor shall test and provide chemicals for the chilled water systems on a monthly basis from April through September. In addition, the Contractor shall test and provide chemical for all forced hot water systems in October and January of each year. Water treatment reports for the Subcontractor shall be submitted and directed to the Administrator, Bureau of Court Facilities, or his/her designated representative and should include at a minimum:
- PH
 - Dissolved solids
 - Alkalinity
 - Level of Nitrates

DEPARTMENT OF HEALTH AND HUMAN SERVICES, GLENCLIFF HOME

1. The Contractor shall provide the Glencliff Home, at 393 High Street, Glencliff, NH (hereinafter referred to as "Glencliff Home") with preventative maintenance, repair and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices owned by the State of New Hampshire.
2. The term "preventative maintenance" as used above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein.
3. The Contractor shall provide a semi-annual maintenance inspection of the air handler systems in the spring (March – May) and fall (September – November) as described herein. The maintenance inspection shall include the following services:
 - Check bearings for wear
 - Check fans and fan shafts for proper balance
 - Check all belts for proper tension, alignment and wear
 - Check all air handling systems for proper flow, operation and control sequence **(All related controls are included)**
 - Clean all heating and cooling coils
 - Clean and scrub all condensation pans and check to make sure that pans are pitched correctly for proper drainage
 - Biocide tablets will be used in the condensation pans so that the pans are clean and in good working order

- Check all sheaves for proper alignment
 - Check and tighten all electrical terminations
 - Check contacts for wear
 - Check and record motor current against nameplate
 - Check all safety controls
 - Lube motors/bearings where applicable
 - Check fan wheels - clean as required
 - Check fan scrolls - clean as required
 - Check fan bearing supports
 - Check motor supports
 - Check damper operation
 - Check damper linkages
 - Check motor damper operation
 - Inspect and clean condensate pumps where applicable
 - Replace air filters **(The State shall provide filters)**
 - Check and clean outside air intakes
 - Check for any unusual noises or vibrations
 - Check structural integrity of the unit
 - Any other maintenance or component replacement or repair necessary to maintain the air handlers in accordance with manufacturer's specifications is included in this agreement.
4. The Contractor shall inspect and complete preventative maintenance on all air conditioning systems annually in the spring (March- May) as required to maintain them in proper operating condition by providing, at a minimum the following services:
- Check and record volts/amps of compressors
 - Check and record volts/amps of condenser fan motor where applicable
 - Check starter and contact surfaces
 - Check and record operating temperatures
 - Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant)
 - Check moisture indicators and sight glasses
 - Check oil level
 - Check oil contamination
 - Check all belts where applicable
 - Check all safety controls
 - Check superheat and adjustment
 - Check hot gas by pass controls where applicable
 - Check head pressure controls where applicable
 - Check unloader operation where applicable
 - Check all operating controls
 - Check and tighten all electrical connections
 - Lube motors/bearings where applicable
 - Inspect and clean condenser coil
 - Clean and paint rusted areas
 - Check water cooled condenser coil where applicable
 - Check water regulating valve where applicable
 - Check cap tubes/piping for chafing
 - Check crankcase heaters
 - Visual check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of any used refrigerant)

- Check fan wheels - clean as required
 - Check fan scrolls - clean as required
 - Check fan sheave wear
 - Check fan sheave alignment
 - Check fan bearing supports
 - Check motor supports
 - Check damper operation
 - Check damper linkages
 - Check motor damper operation
 - Inspect and clean evaporator coils
 - Inspect and clean condensate pans
 - Inspect and clean condensate pumps where applicable
 - Replace air filters (the State shall supply the filters and the Contractor shall install the filters)
 - Check humidifier strainer where applicable
 - Check and clean outside air intakes
 - Check for any unusual noises or vibrations
 - Check structural integrity of the unit
 - Check glycol level if applicable.
5. The semi-annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of the Administrator, Glenclyff Home, or his/her designated representative.
 6. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have obtained a "journeyman" level of competence.
 7. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over three (3) hours from any overtime payment.
 8. Request to repair and/or replace parts shall be approved by the Administrator, Glenclyff Home, or his/her designated representative(s). Materials shall be invoiced not to exceed 10% above contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Administrator, Glenclyff Home, or his/her designated representative(s).
 9. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the Administrator, Glenclyff Home, or his/her designated representative(s).
 10. The Contractor shall present two (2) copies of a Final Report of work done the previous calendar year. The report may be in a narrative during each month of the contract year. The report shall be submitted to the Administrator, Glenclyff Home, or his/her designated representative(s), on or before January 15 of the following year.
 11. The Administrator, Glenclyff Home, shall:

- a. Provide the Contractor with all pertinent information regarding the requirements for this contract within two (2) working days of receiving a request for information from the Contractor.
 - b. Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.
12. If applicable, as determined by the Glenclyff Home, the Contractor (to include each employee and any approved sub-contractor(s) working in a State office or externally with the State's records) shall be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Safety, Division of State Police, Criminal Bureau. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and sub-contractor(s) to the Requesting Agency.

NH LOTTERY COMMISSION

1. The Contractor shall provide the New Hampshire Lottery Commission with preventative maintenance, repair and emergency services for the Heating, Ventilation, and Air Conditioning ("HVAC") equipment and associated devices owned by the State of New Hampshire.
2. The term "preventative maintenance" as used above shall include providing all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein.
3. The Contractor shall provide an annual fall maintenance inspection of the unit heaters as described herein. The maintenance inspection shall include the following services:
 - a. Brush or vacuum grilles, coils, fan, etc.
 - b. Lubricate fan and motor bearings where applicable
 - c. Check belts and sheaves where applicable
 - d. Check/clean drains, pans, condenser pumps
 - e. Check/clean strainers where applicable
 - f. Check steam traps, valves, etc. where applicable
 - g. Check and tighten all electrical connections
 - h. Check all control operations
 - i. Lubricate and adjust dampers and linkages
 - j. Check unit-operating conditions
 - k. Check heat exchanger for leaks where applicable
 - l. Check gas valve and controls where applicable
 - m. Check oil burner and controls where applicable N 8
 - n. Check and tighten electric heater connections
 - o. Check amps/volts where applicable
 - p. Check filters
 - q. Check fan assembly
 - r. Lubricate fan and motor bearings as required
 - s. Check motor volts/amps
 - t. Check/adjust belts and sheaves
 - u. Check burner interlock controls
 - v. Check and tighten all mounting hardware

- w. Check overall operation
- x. Check and tighten electrical connections
- y. Check operating controls
- z. Check thermometer accuracy
- aa. Check hardware and gaskets
- bb. Check overall operation
- cc. Any other maintenance or component replacement or repair necessary to maintain equipment in accordance with manufacturer's specifications

4. The Contractor shall inspect and complete preventative maintenance on all air conditioning systems annually in the spring (March- May) as required to maintain them in proper operating condition by providing, at a minimum the following services:

- a. Check and record volts/amps of compressors
- b. Check and record volts/amps of condenser fan motor where applicable
- c. Check starter and contact surfaces
- d. Check and record operating temperatures
- e. Check refrigerant charge (Contractor shall be responsible for the removal and disposal of any used refrigerant)
- f. Check moisture indicators and sight glasses
- g. Check oil level
- h. Check oil contamination
- i. Check all belts where applicable
- j. Check all safety controls
- k. Check superheat and adjustment
- l. Check hot gas by-pass controls where applicable
- m. Check head pressure controls where applicable
- n. Check unloader operation where applicable
- o. Check all operating controls
- p. Check and tighten all electrical connections
- q. Lubricate motors/bearings where applicable
- r. Inspect and clean condenser coil
- s. Clean and paint rusted areas
- t. Check water cooled condenser coil where applicable
- u. Check water regulating valve where applicable
- v. Check cap tubes/piping for chafing
- w. Check crankcase heaters
- x. Visually check for oil refrigerant leaks (Contractor shall be responsible for the removal and disposal of any used refrigerant)
- y. Check fan wheels - clean as required
- z. Check fan scrolls - clean as required
- aa. Check fan sheave wear
- bb. Check fan sheave alignment
- cc. Check fan bearing supports
- dd. Check motor supports
- ee. Check damper operation
- ff. Check damper linkages
- gg. Check motor damper operation
- hh. Inspect and clean evaporator coils
- ii. Inspect and clean condensate pans

- iii. Inspect and clean condensate pumps where applicable
 - kk. Replace air filters quarterly (the Contractor shall supply the filters)
 - ll. Check humidifier strainer where applicable
 - mm. Check and clean humidifier float assembly
 - nn. Check humidifier level controls
 - oo. Check and clean humidifier drain/pan
 - pp. Check humidifier heating elements
 - qq. Check all humidifier controls
 - rr. Check and clean outside air intakes
 - ss. Check for any unusual noises or vibrations
 - tt. Check structural integrity of the unit
 - uu. Check glycol level if applicable
5. The annual preventative maintenance inspections shall be scheduled and completed prior to the heating/cooling season, subject to the approval of the agency contact, Eric Frescott.
 6. The Contractor shall, in performing the services as described herein, utilize mechanics skilled in the service of large water chillers and air conditioning systems that have, at a minimum, obtained a "journeyman" level of competence.
 7. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. If overtime is necessary as a result of late arrival, the State may deduct the additional time, over five (5) hours from any overtime payment.
 8. Request to repair and/or replace parts shall be approved by the Administrator, or his/her designated representative(s). Materials shall be invoiced not to exceed 10% above contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Administrator, Department of Safety or his/her designated representative(s).
 9. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the Administrator, Department of Safety or his/her designated representative(s).
 10. The Contractor shall present two (2) copies of a final Report of work done the previous calendar year. The report may be in a narrative during each month of the contract year. The report shall be submitted to the Agency Contact/Administrator or his/her designated representative(s), on or before January 15th of the following year.
 11. The Agency shall:
 - Provide the Contractor with all pertinent information regarding the requirements for services within two (2) working days of receiving a request for information from the Contractor.
 - Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.

Any work that applies to construction involving all state owned properties, the university system properties, community college system properties and by written request and acceptance from those municipalities that have not adopted an enforcement mechanism pursuant to RSA 674:51, the Contractor will be responsible for obtaining work and inspection permits. Permits are required for new and renovation construction based on the provisions of the current NH State Building Code and applicable amendments. For further information:

<https://www.nh.gov/safety/divisions/firesafety/building/state-building-permit-system.html>

The Contractor shall be responsible for obtaining permits, scheduling inspections, and being on site during inspection. The State agencies shall be invoiced for the permit, at no markup, as part of the services. The permit cost will be itemized on the detailed invoice at completion of work.

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractor's shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2197-20, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide HVAC Preventative Maintenance and Repair services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$1,819,373.40; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

BUREAU OF FACILITIES AND ASSET MANAGEMENT					
FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/20 - 12/31/20)	SEMI-ANNUAL PRICE (1/1/21 - 12/31/21)	SEMI-ANNUAL PRICE (1/1/22 - 12/31/22)
Brown Building	129 Pleasant St	Concord	\$6,204.00	\$6,204.00	\$6,204.00
Main Building	105 Pleasant St	Concord	\$1,095.00	\$1,095.00	\$1,095.00
Annex Building	115 Pleasant St	Concord	\$995.00	\$995.00	\$995.00
Thayer Building	97 Pleasant St	Concord	\$1,675.00	\$1,675.00	\$1,675.00
Philbrook Building	121 South Fruit St	Concord	\$4,020.00	\$4,020.00	\$4,020.00
Philbrook Building A & B	129 South Fruit St	Concord	\$1,025.00	\$1,025.00	\$1,025.00
Grounds	79 South Fruit St	Concord	\$835.00	\$835.00	\$835.00
Paint & Carpentry Building	65 South Fruit St	Concord	\$375.00	\$375.00	\$375.00
Warehouse Building	131 Pleasant St	Concord	\$750.00	\$750.00	\$750.00
Dalloff Building	117 Pleasant St	Concord	\$1,185.00	\$1,185.00	\$1,185.00
Liberty House	119 Pleasant St	Concord	\$225.00	\$225.00	\$225.00
Laundry Building	127 Pleasant St	Concord	\$1,115.00	\$1,115.00	\$1,115.00
Transportation Building	127a Pleasant St	Concord	\$1,175.00	\$1,175.00	\$1,175.00

DEPARTMENT OF ADMINISTRATIVE SERVICES; BUREAU OF COURT FACILITIES					
FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/20 - 12/31/20)	SEMI-ANNUAL PRICE (1/1/21 - 12/31/21)	SEMI-ANNUAL PRICE (1/1/22 - 12/31/22)
Carrall County Court	97 Water Village Rd	Ossipee	\$9,025.00	\$9,025.00	\$9,025.00
Concord Circuit Court	32 Clinton St	Concord	\$9,975.00	\$9,975.00	\$9,975.00
Coos County Superior Court	55 School St	Lancaster	\$11,075.00	\$11,075.00	\$11,075.00

Contractor Initials RLV
Date 8/27/19

Derry Circuit Court	10 Courthouse Lane	Derry	\$3,150.00	\$3,150.00	\$3,150.00
Dover Circuit Court	25 St. Thomas St	Dover	\$4,975.00	\$4,975.00	\$4,975.00
Franklin Circuit Court	7 Hancock Terrace	Franklin	\$4,075.00	\$4,075.00	\$4,075.00
Hillsborough County Court-South	30 Spring S	Nashua	\$11,625.00	\$11,625.00	\$11,625.00
Jaffrey-Peterborough Circuit Court	84 Peterborough St./Rt. 202	Jaffrey	\$5,625.00	\$5,625.00	\$5,625.00
Laconia Circuit Court	26 Academy St	Laconia	\$5,110.00	\$5,110.00	\$5,110.00
Lebanon Circuit Court	38 Centerra Parkway	Lebanon	\$4,875.00	\$4,875.00	\$4,875.00
Manchester Circuit Court	35 Amherst St	Manchester	\$17,125.00	\$17,125.00	\$17,125.00
Merrimack Circuit Court	4 Baboosic Lake Rd	Merrimack	\$4,750.00	\$4,750.00	\$4,750.00
Northern Carroll County Circuit Court	3 East Conway Rd, Rt 302	North Conway	\$3,725.00	\$3,725.00	\$3,725.00
Plymouth Circuit Court	26 Green St	Plymouth	\$5,125.00	\$5,125.00	\$5,125.00
Portsmouth Circuit Court	111 Parrott Ave	Portsmouth	\$7,450.00	\$7,450.00	\$7,450.00
Rochester Circuit Court	76 North Main St	Rochester	\$7,900.00	\$7,900.00	\$7,900.00
Rockingham County Court	# 10 Route 125	Brentwood	\$18,400.00	\$18,400.00	\$18,400.00
Merrimack County Court	5 Court St	Concord	\$8,220.00	\$8,220.00	\$8,220.00
Hampton Circuit Court	3 Timber Swamp Rd	Hampton	\$5,245.00	\$5,245.00	\$5,245.00
Hillsborough County Superior - North	300 Chestnut St	Manchester	\$20,685.00	\$20,685.00	\$20,685.00
DEPARTMENT OF ADMINISTRATIVE SERVICES, BUREAU OF COURT FACILITIES - WATER TREATMENT					
FACILITY NAME	SYSTEM	SERVICE CALL FREQUENCY	PRICE (1/1/20 - 12/31/20)	PRICE (1/1/21 - 12/31/21)	PRICE (1/1/22 - 12/31/22)
Carroll County Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Concord Circuit Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Coos County Superior Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00

Contractor Initials RW
Date 5/27/19

Derry Circuit Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Dover Circuit Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Hillsborough County Court - South	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Jaffrey-Peterborough Circuit Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Laconia Circuit Court	Hot & Chill Water Loop	6x per year	\$3,850.00	\$3,850.00	\$3,850.00
Lebanon Circuit Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Manchester Circuit Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Merrimack Circuit Court	Hot & Chill Water Loop	6x per year	\$3,850.00	\$3,850.00	\$3,850.00
Northern Carroll County Circuit Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Plymouth Circuit Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Portsmouth Circuit Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Rochester Circuit Court	Hot Water Loop	Biannual	\$880.00	\$880.00	\$880.00
Rockingham County Court	Hot & Chill Loop & Cooling Tower	Monthly	\$7,150.00	\$7,150.00	\$7,150.00
Hillsborough County Superior - North	Hot, Chill and Cooling Tower	Monthly	\$7,150.00	\$7,150.00	\$7,150.00

GLENCLIFF HOME					
FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/20 - 12/31/20)	SEMI-ANNUAL PRICE (1/1/21 - 12/31/21)	SEMI-ANNUAL PRICE (1/1/22 - 12/31/22)
Glenclyff Home	393 High St	Glenclyff	\$1,050.00	\$1,050.00	\$1,076.00

NH LOTTERY COMMISSION					
FACILITY NAME	ADDRESS	TOWN	SEMI-ANNUAL PRICE (1/1/20 - 12/31/20)	SEMI-ANNUAL PRICE (1/1/21 - 12/31/21)	SEMI-ANNUAL PRICE (1/1/22 - 12/31/22)
NH Lottery Commission	14 Integra Drive	Concord	\$1,315.00	\$1,315.00	\$1,348.00

Contractor Initials RLD
Date 5-22-19

HVAC REPAIR RATES (REPAIR WORK/EMERGENCY CALLS)

Monday Thru Friday 8:00 AM To 4:30 PM Journeyman Mechanic	\$85.00 Per Hour/Per Person
Monday Thru Friday 4:31 PM To 7:59 AM Journeyman Mechanic	\$127.50 Per Hour/Per Person
Saturday Work: Journeyman Mechanic	\$127.50 Per Hour/Per Person
Sunday Work: Journeyman Mechanic	\$127.50 Per Hour/Per Person

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

EMERGENCY REPAIRS FOR NON-CONTRACTED LOCATIONS:

1. For State locations not covered under the HVAC contracts, the Contractor shall provide repair rates at the hourly rates listed in Exhibit B. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information on the equipment as available. For non-emergency repairs the agency shall issue the RFO to a minimum of 50% of the successful Contractors.

2. Requests for emergencies to repair and/or replace parts shall be approved in advance by the Agency Contact, or their designated representative. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the Agency Administrator, or their designated representative.

3. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the Administrator, or their designated representative.

4. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained mechanics so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered. Contractor shall provide a not to exceed estimate before starting any work. If overtime is necessary and is caused by the Contractor, the State may at their discretion deduct a portion the additional time.

Any work that applies to construction involving all state owned properties, the university system properties, community college system properties and by written request and acceptance from those municipalities that have not adopted an enforcement mechanism pursuant to RSA 674:51, the Contractor will be responsible for obtaining work and inspection permits. Permits are required for new and renovation construction based on the provisions of the current NH State Building Code and applicable amendments. For further information:

<https://www.nh.gov/safety/divisions/firesafety/building/state-building-permit-system.html>

The Contractor shall be responsible for obtaining permits, scheduling inspections, and being on site during inspection. The State agencies shall be invoiced for the permit, at no markup, as part of the services. The permit cost will be itemized on the detailed invoice at completion of work.

Contractor Initials RLB
Date 8-27-15

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

5. PAYMENT

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials RW
Date 8/27/18

EXHIBIT D

RFB #2197-20 is incorporated here within.

Contractor Initials BLD
Date 8/19/19

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 ENE SYSTEMS OF NH, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on August 03, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 729782

Certificate Number: 0004540495



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of July A.D. 2019.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, Lindsay Drisko, President of ENE Systems of New Hampshire, Inc. do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Lindsay Drisko is authorized to execute any documents
Printed Name of Person Authorized to sign

that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Clerk
Office/Position of Certifying Officer

of ENE Systems of New Hampshire, Inc. this 27th day of August, 2019.
Name of Company


Signature of Certifying Officer

Notarization

State of Massachusetts
County of Norfolk

On August 27, 2019, before me Debra J. Laythe
Date Name of Notary or Justice of the Peace

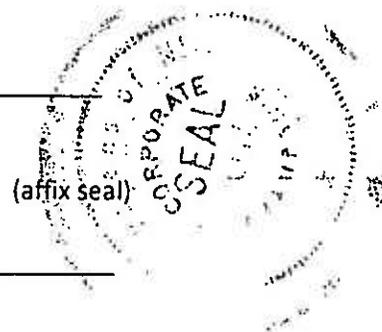
the undersigned officer, personally appeared Lindsay Drisko, who
Printed Name of Certifying Officer

acknowledged him/herself to be the Clerk, of ENE Systems of New Hampshire, Inc.
Office/Position Name of Company

and that he/she, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.


Notary Public or Justice of the Peace



Commission Expires: June 14, 2024

