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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

NEW HAMPSHIRE HOSPITAL

Lori A. Shibinette
Commissioner

Heather M. Moquin
Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301
603-271-5300 1-800-852-3345 Ext. 5300
Fax: 603-271-5395 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

November 12, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enter into a **Sole Source** contract with ASCO Power Services, Inc. (VC #TBD), Florham Park, New Jersey in the amount of \$22,785 for Automatic Transfer Switch Testing and Maintenance services, with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through June 30, 2025. 70% General Funds. 30% Other Funds (Fees and Intra-Agency Revenue).

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-94-940010-8410-048-500226 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH-FACILITY/PATIENT SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	048-500226	Contractual Main Build-Grnd	94024000	\$4,422
2022	048-500226	Contractual Main Build-Grnd	94024000	\$4,422
2023	048-500226	Contractual Main Build-Grnd	94024000	\$4,422
2024	048-500226	Contractual Main Build-Grnd	94024000	\$4,644
2025	048-500226	Contractual Main Build-Grnd	94024000	\$4,875
			Total	\$22,785

EXPLANATION

This request is **Sole Source** because the vendor is uniquely qualified to provide maintenance and support. The Contractor is the manufacturer of proprietary automatic transfer switches and therefore has the ability to repair or replace the equipment in the event of an emergency. Factory-trained field technicians directly employed by the manufacturer are required to ensure the automatic transfer switches are maintained according to the manufacturer's specifications, and ready to transfer power in the event of an emergency utility disruption. Failure of an automatic transfer switch during a power outage has the potential to interrupt the supply of electricity at New Hampshire Hospital.

The purpose of this request is provide preventative maintenance and repairs, as well as emergency repair services for automatic transfer switches attached to the electric generators at New Hampshire Hospital. The Contractor will provide all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work for a five-year period. The contract ensures that this necessary service will be available for the next five years and will save the Department \$1,650 over the five-year term.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not be able to provide emergency backup power to critical and life safety circuits. Loss of electrical service would increase the risk of risk interruptions to patient care, which may result in patient injury or death.

Area served: New Hampshire Hospital

Source of Funds: 70% General Funds. 30% Other Funds (Fees and Intra-Agency Revenue).

In the event that the Other Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Lori A. Shibinette
Commissioner.

Subject: Automatic Transfer Switch Testing and Maintenance Services (SS-2021-NHH-01-AUTOM)


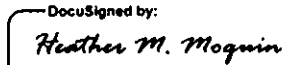
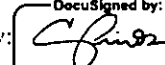
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract. 8


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name ASCO Power Services, Inc.		1.4 Contractor Address 160 Park Avenue Florham Park, NJ 07932	
1.5 Contractor Phone Number (401) 464-2677	1.6 Account Number 05-95-94-940010-8410-048-500226	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$22,785
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Jenny Bieber, Sr. Contract Administrator Accepted Subject to Vendor Terms Attached to Quote Date: 8-27-20		1.12 Name and Title of Contractor Signatory Jenny Bieber/Sr. Contract Administrator	
1.13 State Agency Signature DocuSigned by:  Heather M. Moquin Date: 11/12/2020		1.14 Name and Title of State Agency Signatory Heather M. Moquin Chief Executive Officer, New Hampshire Hospital	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 11/12/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			


 Jenny Bieber, Sr. Contract Administrator
 Accepted Subject to Vendor Terms
 Attached to Quote

Contractor Initials _____

Date 8-27-20

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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


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

7. PERSONNEL.

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

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

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


Jenny Bieber, Sr. Contract Administrator
Accepted Subject to Vendor Terms
Attached to Quote

Contractor Initials _____

Date 8-27-20

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

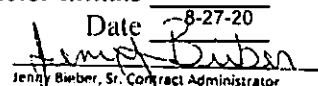
11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials _____
 Date 8-27-20

 Jenny Bieber, Sr. Contract Administrator
 Accepted Subject to Vendor Terms
 Attached to Quote

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

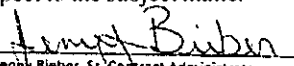
20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

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


Jenny Bieber, Sr. Contract Administrator
Accepted Subject to Vendor Terms
Attached to Quote

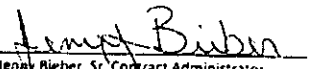
New Hampshire Department of Health and Human Services
Automatic Transfer Switch Testing and Maintenance Services
EXHIBIT A



REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to five (5) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and required governmental approval.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.


Jenny Bieber, Sr. Contract Administrator
Accepted Subject to Vendor Terms
Attached to Quote

**New Hampshire Department of Health and Human Services
Automatic Transfer Switch Testing and Maintenance Services
EXHIBIT B**



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide New Hampshire Hospital (Department) with preventative maintenance and repairs, as well as emergency repair services for the equipment listed on Table B-1.3, below:

Table B-1.3

Equipment Designation	Catalog Number	Serial Number
APS CRITICAL	C940340099XC	965873
APS ELEVATORS	C940340099XC	965872
APS EQUIPMENT	C940360099XC	965874
APS I/J UNIT E	940326097C	FP95501-2
APS LIFE SAFETY	C940326099XC	965871
APS WHOLE HOUSE	GO7ATSB33000N5XO	1712688 WE
HOWARD REC CENTER	HO3NTSA30800	1779917 WE
PHILBROOK 1	E940340047XC	746397002
PHILBROOK 2	ZTG000A0001DE	1660661-1

- 1.2. The Contractor shall provide all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work.
- 1.3. The Contractor shall complete no less than five (5) annual service visits, one in each State Fiscal Year.
- 1.4. The Contractor shall obtain approval from the Department prior to repairing and/or replacing parts and shall:
- 1.4.1. Provide a 'not to exceed' estimate before starting any work:
 - 1.4.2. Ensure that materials used are at the Contractor's cost by invoice.
 - 1.4.3. Ensure that supplies, such as oils and refrigerants, are as specified by the equipment manufacturer, unless prior authorization for a substitution is obtained from the Department.
 - 1.4.4. Schedule all routine work with the Department Administrator at least one week in advance of the service on a day that best suits the needs of the hospital.
 - 1.4.5. Notify the Department Administrator upon arrival to the site.
 - 1.4.6. Provide the Department with service bulletins and technical support, as applicable.

Jenny Bieber
Jenny Bieber, Sr. Contract Administrator
Accepted Subject to Vendor Terms
Attached to Quote

SS-2021-NHH-01-AUTOM

Exhibit B

Contractor Initials _____

Asco Power Services, Inc.

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Date 8-27-20

**New Hampshire Department of Health and Human Services
Automatic Transfer Switch Testing and Maintenance Services
EXHIBIT B**



- 1.4.7. Use only Original Equipment Manufacturer (OEM) parts, and provide a one-year warranty, on all parts replaced.
- 1.4.8. Provide field training while on site, which includes conducting service activities for the New Hampshire Hospital Facilities Department, as requested.
- 1.5. For the purposes of this contract, emergency service calls shall mean any unscheduled requests for services that are received outside of the hours of 7:30 a.m. to 4:30 p.m., Monday through Friday.
- 1.6. The Contractor shall provide notification to the Department of factory upgrades and new product releases.
- 1.7. The Contractor shall provide services for all equipment listed on Table B-1.3, which must include, but is not limited to:
 - 1.7.1. De-energizing the switchgear (if necessary) and engine start signals.
 - 1.7.2. Securing and locking out normal and emergency disconnects.
 - 1.7.3. Removing the arc chutes and pole covers.
 - 1.7.4. Verifying and recording all sensing and time delay functions in the switchgear.
 - 1.7.5. Vacuuming clean the accumulated dust from the switchgear and accessory panels.
 - 1.7.6. Inspecting for moisture or signs of previous wetness or dripping.
 - 1.7.7. Removing dirt and grime with an approved solvent.
 - 1.7.8. Cleaning and lubricating TS coil and operator linkage.
 - 1.7.9. Inspecting all insulating parts for cracks or discoloration due to excessive heat.
 - 1.7.10. Inspecting all main arcing contacts for excessive erosion.
 - 1.7.11. Inspecting all main current carrying contacts for pitting and discoloration due to excessive heat.
 - 1.7.12. Performing a contact resistance test on normal and emergency main contacts.
 - 1.7.13. Inspecting and cleaning all add-on panels and accessories.
 - 1.7.14. Re-installing arc chutes and pole covers.
 - 1.7.15. Manually operating the main transfer movement to check proper contact alignment, deflection gap and wiping action, and control contact operation.
 - 1.7.16. Checking all cable and control wire connections to the transfer switch

**New Hampshire Department of Health and Human Services
Automatic Transfer Switch Testing and Maintenance Services
EXHIBIT B**



control and sensing panel and other system components, and tightening connections if necessary.

- 1.7.17. Reconnecting Engine Start.
- 1.7.18. Re-energizing the switchgear and conducting a test by simulating a normal source failure, with approval from the Department.
- 1.7.19. Performing millivolt drop readings across normal and emergency main contacts during transfer test.
- 1.7.20. Downloading event log and ATS Settings.
- 1.7.21. Prepare Computer Generated Report of inspection for each piece of equipment and submit to the Department within thirty (30) days.

2. Reporting Requirements

- 2.1. The Contractor shall submit a report to the Department no later than thirty days from the date of each service visit, which must include, but is not limited to:
 - 2.1.1. Computer generated service reports for all covered equipment listed on Table B-1.3.
 - 2.1.2. A written estimate with a "not to exceed" price for any recommended repairs or replacement.

3. Additional Terms

- 3.1. Impacts Resulting from Court Orders or Legislative Changes
 - 3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 3.2. Credits and Copyright Ownership
 - 3.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
 - 3.2.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

Jenny Bieber
Jenny Bieber, Sr. Contract Administrator
Accepted Subject to Vendor Terms
Attached to Quote


**New Hampshire Department of Health and Human Services
Automatic Transfer Switch Testing and Maintenance Services
EXHIBIT B**



- 3.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 3.2.3.1. Brochures.
 - 3.2.3.2. Resource directories.
 - 3.2.3.3. Protocols or guidelines.
 - 3.2.3.4. Posters.
 - 3.2.3.5. Reports.
- 3.2.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

4. Records

- 4.1. The Contractor shall keep records that include, but are not limited to:
 - 4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.


Jerry Bieber, Sr. Contract Administrator
Accepted Subject to Vendor Terms
Attached to Quote

New Hampshire Department of Health and Human Services
Automatic Transfer Switch Testing and Maintenance Services
EXHIBIT C



Payment Terms

1. This Agreement is funded by:
 - 1.1. 70% General funds.
 - 1.2. 30% Other funds (Fees and Intra-Agency Revenue).
2. For the purposes of this Agreement the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
3. The Contractor shall provide all services described in Exhibit B during each State Fiscal Year, and will be reimbursed once each State Fiscal Year year based on the following schedule:

State Fiscal Year	Payment Amount
2021	\$4,422
2022	\$4,422
2023	\$4,422
2024	\$4,644
2025	\$4,875

4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the month following provision of all required annual inspection services, which identifies and requests reimbursement for the authorized annual payment. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to NHHFinancialServices@dhhs.nh.gov, or invoices may be mailed to:

New Hampshire Hospital
Financial Services
36 Clinton Street
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

Jeny Bieber, Sr. Contract Administrator
 Accepted Subject to Vendor Terms
 Attached to Quote

Asco Power Services, Inc.

Exhibit C

Contractor Initials _____

SS-2021-NHH-01-AUTOM

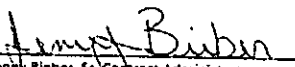
Page 1 of 2

Date 8-27-20

**New Hampshire Department of Health and Human Services
Automatic Transfer Switch Testing and Maintenance Services
EXHIBIT C**



8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.


Jenny Bieber, Sr. Contract Administrator
Accepted Subject to Vendor Terms
Attached to Quote

Asco Power Services, Inc.

Exhibit C

Contractor Initials _____

SS-2021-NHH-01-AUTOM

Page 2 of 2

Date: 8-27-20

Rev. 01/08/19

State of New Hampshire

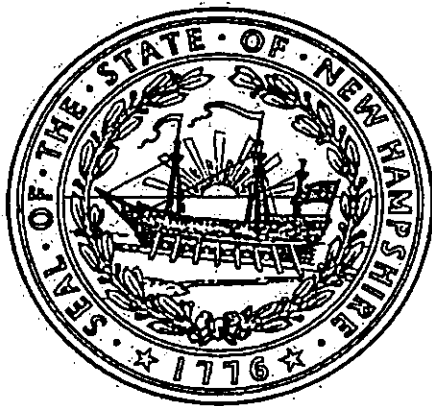
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ASCO POWER SERVICES, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on November 10, 2020. 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: 855499

Certificate Number : 0005040925



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of November A.D. 2020.

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

William M. Gardner
Secretary of State



CERTIFICATE OF INCUMBENCY AND AUTHORIZATION

The undersigned, the duly elected and acting Secretary of ASCO Power Services, Inc., a New Jersey corporation (the "Company") does hereby certify that the person listed below is employed by the Company and holds the position and responsibilities listed beside her name, and in that capacity is duly authorized to enter into certain transactions on behalf of the Company, to execute and deliver related documents, instruments, or certificates in the name of and on behalf of the Company, related to the State of New Hampshire and the Automatic Transfer Switch Testing and Maintenance Services (SS-2021-NHH-01-AUTOM).

NAME

Jenny Bieber

TITLE

Sr. Contract Administrator

WITNESS MY HAND this 27th day of August 2020.



Mary Kibble
Secretary
ASCO Power Services, Inc.

Schneider Electric





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2020

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 MARSH USA INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.CertRequest@Marsh.com Fax: 212-948-4377 <p style="text-align: center;">KCRZ</p>	CONTACT NAME: PHONE (A/C No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
INSURED Schneider Electric Holdings, Inc. 200 North Martingale Road, Suite 1000 Schaumburg, IL 60173	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Ins Co Pittsburgh PA</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B : HDI Global Insurance Company</td> <td style="text-align: center;">41343</td> </tr> <tr> <td>INSURER C : New Hampshire Insurance Co.</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER D : Illinois National Insurance Company</td> <td style="text-align: center;">23817</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445	INSURER B : HDI Global Insurance Company	41343	INSURER C : New Hampshire Insurance Co.	23841	INSURER D : Illinois National Insurance Company	23817	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** NYC-010946466-02 **REVISION NUMBER:** 11

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"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X	X	6862538	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/POP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	X	X	6631153 (AOS) 6631154 (MA) 6631152 (VA)	01/01/2020 01/01/2020 01/01/2020	01/01/2021 01/01/2021 01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			CUD11986-08	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	020608795 (AOS) Additional WC/EL policies are shown on the following page	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
D	PROFESSIONAL E&O LIABILITY			039816420 POLICY IS CLAIMS MADE	01/01/2020	01/01/2021	EACH CLAIM / AGGREGATE \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NH DHHS is included as additional insured with respect to General Liability and Auto Liability per the endorsement(s) attached. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured for General Liability and Automobile Liability per the endorsement(s) attached. Waiver of Subrogation is included in favor of the Certificate Holder under General Liability, Auto Liability, and Worker's Compensation per the endorsement(s) attached.

CERTIFICATE HOLDER

CANCELLATION

NH DHHS 129 Pleasant St. 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

AGENCY CUSTOMER ID: CN102662751

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA INC.		NAMED INSURED Schneider Electric Holdings, Inc. 200 North Martingale Road, Suite 1000 Schaumburg, IL 60173
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL NAMED INSURED INCLUDE THE FOLLOWING:

- Schneider Electric USA, Inc.
- Schneider Electric Engineering Services, LLC
- Veris Industries, LLC
- Pro-Face America, LLC
- Schneider Electric Motion USA, Inc.
- Schneider Electric IT Corporation
- Schneider Electric IT America Corp.
- Schneider Electric IT USA, Inc.
- Schneider Electric Buildings, LLC
- Schneider Electric Buildings Americas, Inc.
- Schneider Electric Buildings Critical Systems, Inc.
- Schneider Electric Solar Inverters USA, Inc.
- Schneider Electric Power Services, Inc.
- Summit Energy Services, Inc.
- Schneider Electric IT Mission Critical Services, Inc.
- Telvent USA, LLC
- Schneider Electric Systems USA, Inc.
- Schneider Electric Grid Automation, Inc.
- ASCO Power Services, Inc.
- ASCO Power Technologies, L.P.
- TrendPoint Systems, Inc.
- Schneider Electric Advisory Services, Inc.
- Schneider Electric Digital, Inc.

****ADDITIONAL WORKER'S COMP POLICIES****

- POLICY PERIOD: 01/01/20 - 01/01/21
- POLICY NUMBERS, STATES, AND CARRIERS:
- WC 020608795 (AL, AR, CO, CT, DC, DE, GA, HI, IA, ID, IN, KS, LA, ME, MD, MI, MN, MO, MS, MT, NE, NM, NV, OK, OR, RI, SC, SD, TN, TX, WV) - New Hampshire Insurance Company
- WC 020608794 (CA) - American Home Assurance
- WC 020608797 (AK, AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT) - New Hampshire Insurance Company
- WC 020608796 (FL) - Illinois National Insurance Company
- WC 020608798 (NY) - AJU Insurance Company
- WC 020608799 (MA, ND, WA, WI, WY) - New Hampshire Insurance Company

PUERTO RICO: WC IS PURCHASED THROUGH THE STATE FUND AS PUERTO RICO IS MONOPOLISTIC

OHIO ONLY EXCESS WORKERS COMP:

CARRIER: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
 POLICY PERIOD: 01/01/20 - 01/01/21
 POLICY NUMBER: 6559349
 LIMITS: EACH ACCIDENT: \$3,000,000 / DISEASE-POLICY LIMIT: 3,000,000 / DISEASE-EACH EMPLOYEE: \$3,000,000
 SELF-INSURED RETENTION: \$2,000,000

Umbrella Liability follows the underlying on additional insured and waiver of subrogation status pursuant to policy terms, conditions, and exclusions.

AGENCY CUSTOMER ID: CN102662751

LOC #: Boston



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA INC.		NAMED INSURED Schneider Electric Holdings, Inc. 200 North Martingale Road, Suite 1000 Schaumburg, IL 60173	
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

Schneider Electric Holdings, Inc. has agreed that, within 30 days after receipt of notice of cancellation of the insurance policies referenced above from the applicable insurers, Schneider Electric Holdings, Inc. or its designee will send a copy of such notice to the Certificate Holder of this Certificate. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the Certificate Holder shall impose no obligation or liability of any kind upon the Insurer or its agents or representatives.