

83 JB



# New Hampshire Veterans Home

139 Winter Street  
Tilton, NH 03276-5415



Margaret D. LaBrecque  
Commandant

Telephone: (603) 527-4400  
Fax : (603) 286-4242

March 12, 2018

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

### REQUESTED ACTION

Authorize the New Hampshire Veterans Home to enter into a contract with Daniels Equipment Co. Inc, 45 Priscilla Lane, Auburn NH 03032, (Vendor # 155031), in the amount of \$50,400, for the sole purpose of providing Ozone Laundry Washing System and Preventative Maintenance for the New Hampshire Veterans Home, with the option to renew for an additional two year period, effective upon Governor & Council approval for the period July 1, 2018 through June 30, 2021.

Funding source is 100% General Funds.

Funding is available in 05-43-43-430010-5358, New Hampshire Veterans Home, Custodial Services, in FY19 as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2019</u>	<u>FY2020</u>	<u>FY2021</u>
048-500226 Bldg & Grds Cont. Maint	\$ 16,800.00	\$ 16,800.00	\$ 16,800.00

### EXPLANATION

This contract provides for Ozone Laundry Washing System and Preventative Maintenance at the New Hampshire Veterans Home. In December 2017, the New Hampshire Veterans Home advertised for bids on the New Hampshire Veterans Home web site as well as the State of NH, Purchase and Property web site for Ozone Laundry Washing System and Preventative Maintenance services. One vendor responded to the proposal, Daniels Equipment Co. Inc., which is the Home's current provider.

The Ozone system has reduced the need for softener in the washing cycle, because the Ozone system fluffs the fibers. The Ozone system also uses 80% to 85% cold water which saves on the need to heat water. The New Hampshire Veterans Home is pleased with the reliability of this contractor and as such feels comfortable recommending this contract. This contract includes a two-year extension option that may be exercised at the end of the three year term with Governor and Council approval

This contract has been approved by the Attorney General's Office as to form, substance and execution. Your favorable action on this request would be appreciated.

Respectfully Submitted,

*Margaret D LaBrecque*  
Margaret D. LaBrecque  
Commandant

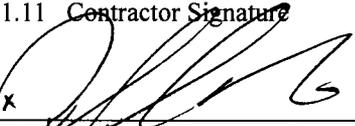
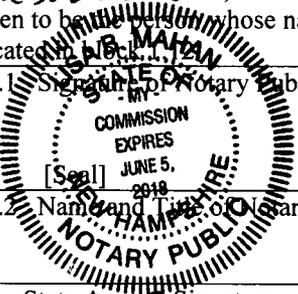
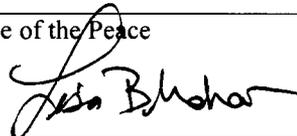
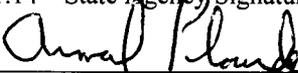
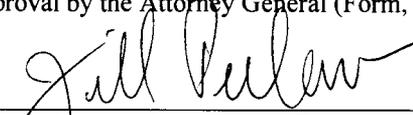
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Veterans Home		1.2 State Agency Address 139 Winter Street, Tilton, NH 03276	
1.3 Contractor Name Daniels Equipment Co. Inc.  Ozone laundry services		1.4 Contractor Address 45 Pricilla Lane Auburn, NH 03032	
1.5 Contractor Phone Number 603-641-9487	1.6 Account Number 05-43-430010-5358-500226	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$50,400.00
1.9 Contracting Officer for State Agency Armand Plourde		1.10 State Agency Telephone Number 603-527-4847	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Daniels, President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>Feb. 28 2018</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  			
1.13.2 Name and Title of Notary or Justice of the Peace <u>LISAB Mahan - Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>ARMAND PLOURDE - DIRECTOR OF ADMINISTRATIVE SERVICES</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/7/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials

Date 02/28/2018

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

Handwritten signature and date: 05/20/20

**EXHIBIT A**  
**SCOPE OF SERVICES**

**A. Scope Of Services:**

The New Hampshire Veterans Home proposes to enter into an agreement with a contractor to provide an Ozone Laundry Washing System and preventative maintenance.

1. The Contractor shall provide a variety of specialized services:

Scope of service and Minimum Specifications

1.1 Quality Assurance

- A. Warranty period: 2 years, limited, parts only commencing on date of substantial completion

1.2 Maintenance

A. Emergency and Repair Service

- a. Provide a trained and qualified facility to repair or replace defective equipment for the warranty period without additional cost to the Home for labor, materials, parts, travel and other expenses, unless such service is required because of misuse, negligence, willful damage, improper maintenance or accident by other parties.
- b. Submit the name, address and phone number of service facility for Home's approval. Post a glass or plastic covered sign (8" x 11") in the laundry area with the name, address and phone number of accepted service agency.

1.3 Service Agreement

A. Service Agreement Plan includes:

**1) 2-Planned Maintenance Agreements (PMA):** The PMA visits are not limited to the ozone equipment, but include service to all washers and dryers located in the same laundry room, with a **37-Point** checklist so as to ensure a total laundry analysis.

**2) 10 Ozone Maintenance Agreements (OMA):** The Ozone Maintenance agreement (OMA) visits are a method of maintaining a fluid laundry system. On each visit technicians are equipped with over a **10-Point** checklist.

**3) Anytime Visits. ("Anytime")** An Anytime visit ("Anytime") is a call for **wash quality** related services **FREE** of charge "anytime"

**4) An all-inclusive start-up consultation:** Technicians to work with laundry employees, teaching them all aspects necessary. In order to achieve the peak saving possibilities, the ozone commencement is inclusive of a laundry list of services: staff training, washer & dryer programming, total facility awareness, complete laundry appraisal, total staff & laundry equipment optimization, and wash quality assurance.

**EXHIBIT A**  
**SCOPE OF SERVICES**

**5) An all-inclusive end of the year refurbishing:** This visit is designed to more intensely inspect all internal and external aspects of the ozone system. Ozone specialist will actually take the generator and air preparation systems apart in order to examine and scrutinize each part and function as is recommended. The technicians will replace o-rings, gaskets, check valves and filters.

1.4 System Description:

- A. Compact Modular Ozone system fits all washer extractors and room conditions.
- B. Variable Ozone regulates Ozone levels in washer and guarantee bug kill with Validated Ozone Controller.
- C. A redundant variable Ozone module insures that the off-gas level (if any) of the room stays well below safety standards.
- D. Variable ozone constantly works adjust for operator and cycle errors such as under loading, overloading, cycle selection, chemical amounts and soil levels.
- E. System upgradeable for larger or additional washers
- F. Systems modular design allows for new technology upgrades.
- G. Injector with static mixing chamber produces high ozone transfer rates.
- H. Output Results:
  - a. Variable Ozone: Over 99.999% bug kill on every load.
  - b. All tests performed on MRSA, C.diff, Aspergillus niger: total kill – No Viable Traces
- I. System:
  - a. Design Requirements
    - i. Construction:
    - ii. Stand made from clear anodized extruded aluminum
    - iii. All Ozone transporting tubes and hoses Teflon or Stainless Steel
  - b. Supply voltage: 220 volt 60 hz 15 amp supply 1 ph/1 per system
  - c. Overall width: 26 inches
  - d. Overall Height: 72 ½ inches
  - e. Overall depth: 22 3/8 inches
  - f. Number of generators required: 1 generator per washing machine
  - g. Number of generators per frame: up to 4 generators
  - h. Controls: Multi voltage input, variable: Output control for 1-4 generators
- J. Performance
  - a. Automatic variable Ozone output: up to 4 separate generators
  - b. Oxygen feed: 90% Oxygen plus or minus 5% @ 8 psi @ 100 dew point with 12 chamber sleeve bed module.
  - c. Generators:
    - i. ETL Approved
    - ii. Corona discharge
    - iii. High frequency: 9 KHz
    - iv. Fully adjustable Ozone output: 0-100%
    - v. Cold contact output control: On/Off
    - vi. 4-20 Control
    - vii. 0-100% LED operation display (each bar 10% of output value)
    - viii. Solid state electronics with overload and spike protection

**EXHIBIT A**  
**SCOPE OF SERVICES**

- d. System Controller:
    - i. 10 Amp two pole breaker
    - ii. Qty. 4 input signals: 110/220 volt
    - iii. Qty. 4 of 220 vac output controls
    - iv. Qty. 1 Room monitoring module with automatic shut down and reset.
    - v. 1-4 Wash wheel ozone level module with on/off output (one per washer)
    - vi. LED display indicating system operation
    - vii. External on/off power switch
  - e. Stand:
    - i. ESD (electro static discharge) compatible
    - ii. Clear anodized extruded aluminum
    - iii. Vibration proof fasteners
    - iv. Anti-skid feel with leveling adjustment
    - v. Clean room compatible
  - f. Fusion Injectors:
    - i. Stainless Steel mounting hardware
    - ii. 303 Stainless fusion injector with Patented Static Mixing Chamber
    - iii. Versatile compression mounting system
  - g. Pneumatic Controls:
    - i. Airflow regulator: 0-20scfh
    - ii. Air Pressure regulator with gage 0-30 psi
2. The Contractor shall have in their employ a sufficient number of trained technicians so that repairs are completed on time as scheduled. Any equipment found to be defective from these inspections, will be reported immediately to the site contact person, and will be repaired and or replaced within five (5) working days.
  3. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. Normal system maintenance shall occur on Monday through Friday between 8:00am till 5:00pm. The Contractor shall perform all their own maintenance. Subcontractors will only be allowed upon written approval in advance from the site contact person.
  4. The Contractor shall provide Regular Maintenance: (Monday through Friday, 8:00 am - 5:00 pm) parts and labor on all equipment. Contractor is required to repair or replace, at a discount, defective components to maintain the equipment in proper operating condition. Requests to repair or replace any equipment at the states expense must be approved in advance by the appropriate site contact prior to any actual work being performed.
  5. The Contractor shall see that all equipment testing and maintenance service shall be accomplished as required by manufacturer recommendations and any State or Local codes.
  6. The Contractor shall meet with the Plant Maintenance Engineer IV, Maintenance Mechanic Foreman, or Laundry Manager when equipment needs additional repairs to ensure systems are functioning at 100%.
  7. The Contractor shall conduct his work so as to interfere as little as possible with State business, determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
  8. The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of his work.

**EXHIBIT A**  
**SCOPE OF SERVICES**

9. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.
10. The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
11. The Contractor shall bear all losses resulting to him or to the NHVH on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
12. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.
13. The NHVH reserves the right to terminate this contract at any given time with a 30 day written notice.
14. The term of the contract shall be effective upon Governor and Executive Council Approval through June 30, 2021. At the completion, this contract may be extended for a period of two (2) years upon written request of the Contractor and approval by the NHVH with further approval of the Governor and Executive Council.



**EXHIBIT B  
BUDGET**

**A. Year One (July 1, 2018 to June 30, 2019)**

**SUB-TOTAL CONTRACT: Year One** \$ 16,800.00

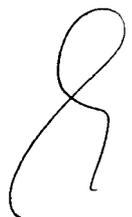
**B. Year Two (July 1, 2019 to June 30, 2020)**

**SUB-TOTAL CONTRACT: Year Two** \$ 16,800.00

**C. Year Three (July 1, 2020 to June 30, 2021)**

**SUB-TOTAL CONTRACT: Year Three** \$ 16,800.00

**TOTAL CONTRACT: All Three Years** Add A+B+C = \$ 50,400.00



**EXHIBIT B**  
**BUDGET AND METHOD OF PAYMENT**

A. Invoicing:

The Contractor shall invoice the NHVH as service is performed. All invoices must include detail of work performed, dates and location of service and prices. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NHVH business office.

B. Payment:

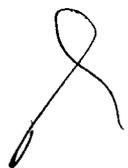
**Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.**

Unless otherwise noted on the proposal, payment will be due thirty (30) days after invoicing. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFP. The NHVH does not pay late charges or interest.

C. Other:

To receive proper payment, all invoicing for services must be sent to the agency's business office at:

NH Veterans Home  
139 Winter Street  
Tilton, NH 03276



**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special Provisions

Handwritten signature or initials in the bottom right corner of the page.

**NEW HAMPSHIRE VETERANS HOME**

**STANDARD EXHIBIT D**  
**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Veterans Home.

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.501.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**(2) Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

Contractor Initials: \_\_\_\_\_

Date: \_\_\_\_\_

Handwritten signature and date. The signature is written in black ink and appears to be "S. J. [unclear]". The date is written as "02/26/2012".

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

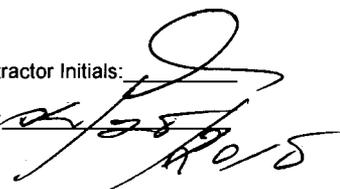
  


(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit D. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit D, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit D or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit D are declared severable.
- f. **Survival.** Provisions in this Exhibit D regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3D, the defense and indemnification provisions of section 3D and standard contract provision #13, shall survive the termination of the Agreement.

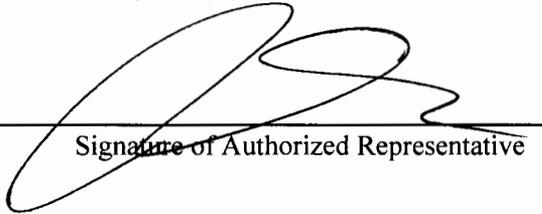
Handwritten signature and date: 2/25/15

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit D.

NH VETERANS HOME  
The State Agency Name

DAN.ELS EQUIPMENT CO. INC  
Name of the Contractor

  
Signature of Authorized Representative

  
Signature of Authorized Representative

ADAM PLOURDE  
Name of Authorized Representative

RALPH DANIELS  
Name of Authorized Representative

DIRECTOR OF ADMINISTRATIVE SERVICES  
Title of Authorized Representative

PRESIDENT  
Title of Authorized Representative

2/27/18  
Date

2/25/20  
Date

Contractor Initials:   
Date: 02/28/20

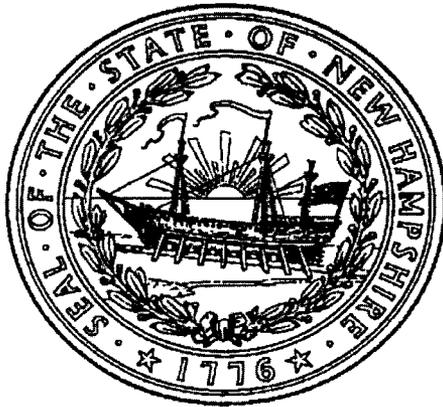
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DANIELS EQUIPMENT COMPANY, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on November 19, 1976. 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: 10687



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 February A.D. 2018.

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

William M. Gardner  
Secretary of State

Certificate of Authority

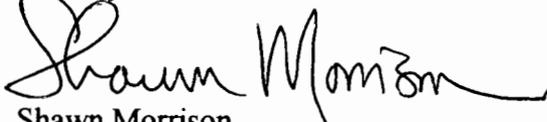
February 6, 2018

Armand Plourde  
RE: RFP-NHVH-2017-05  
For: New Hampshire Veterans Home  
139 Winter Street  
Tilton, NH 03276

To Whom it May Concern:

As president & CEO, Ralph Daniels is authorized to enter into contracts on behalf of Daniels Equipment Company, Inc. Mr. Daniels is an authorized signature on any proposal for Daniels Equipment Company, Inc. If you have any further questions please contact me at 800-258-3570 x114.

Thank you,



Shawn Morrison  
Vice President/Secretary/ Notary Public

Notarized:



*Serving the Northeast since 1973*

45 Priscilla Lane • Auburn, New Hampshire 03032  
Tel: 800-258-3570 • Fax: 603-641-0498  
web site: [www.danielsequipment.com](http://www.danielsequipment.com)  
email: [sales@decequip.com](mailto:sales@decequip.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
02/07/2018

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

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

PRODUCER The Coffey Insurance Agency 2 Wellman Ave Suite 320 Nashua NH 03064-	CONTACT NAME: SANDY ENGLISH
	PHONE (A/C No. Ext): (603)883-6600 FAX (A/C No.): (603)882-0091 E-MAIL ADDRESS: SENGLISH@COFFEYINS.COM
INSURED Daniels Equipment Company, Inc. 45 Priscilla Lane Auburn NH 03032	INSURER(S) AFFORDING COVERAGE
	INSURER A: PHENIX MUTUAL INSURANCE COMPANY NAIC # 41840
	INSURER B: UTICA MUTUAL INSURANCE COMPANY 23175
	INSURER C: HANOVER INSURANCE COMPANY
	INSURER D:
	INSURER E:

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	44000164 81	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	AWW9888219	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$		X	44000164 81	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4136152	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-FR E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
C	AWW9888219 \$100 COMP/\$500 COLLISION			AWW9888219	07/01/2017	07/01/2018	HIRED PHYSICAL DAMAGE 90,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
DISTRIBUTOR/SERVICE AND REPAIR OF LAUNDRY EQUIPMENT  
WORKERS COMPENSATION 3A - CONNECTICUT, MAINE, MASSACHUSETTS, NEW HAMPSHIRE, VERMONT

CERTIFICATE HOLDER NEW HAMPSHIRE VETERANS HOME 139 WINTER ST TILTON NH 03276-	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 <i>Sandy English</i>
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