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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES**

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

November 19, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, and 2020-21, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** amendment to an existing agreement with Capital Hotel Company (dba The Courtyard by Marriott Hotel & Grappone Conference Center) (VC#158921-B001), Concord, NH, to provide office space at a discounted rate for the Department's COVID-19 Emergency Operations Center, by increasing the price limitation by \$83,341 from \$1,009,273 to 1,092,614, and by extending the completion date from September 30, 2020, to October 31, 2020, effective retroactive to September 30, 2020. 100% Federal Funds.

The original contract was approved by the Governor on May 11, 2020, as presented to the Executive Council on May 20, 2020 (Informational Item #I), and most recently amended with Governor approval on July 10, 2020, as presented to the Executive Council on August 5, 2020 (Informational Item #C).

Funds are available in the following accounts for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-90-903010-18350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90183520	\$235,590	\$0	\$235,590
2021	102-500731	Contracts for Prog Svc	90183520	\$281,084	\$83,341	\$364,425
			Total	\$516,674	\$83,341	\$600,015

05-95-95-950000-66760000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-502664	Contracts for Op Svc	95010999	\$0	\$0	\$0
2021	103-502664	Contracts for op Svc	95010999	\$492,599	\$0	\$492,599
			Subtotal	\$492,599	\$0	\$492,599
			Total	\$1,009,273	\$83,341	\$1,092,614

EXPLANATION

This item is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor approval to prevent the current contract from expiring. The Department began to prepare to move the COVID-19 Emergency Operations Center from the Grappone Center to the Steeplegate Mall at the beginning of October. To ensure there was no lapse in operations, the Department needed to extend the agreement for one month. The Department negotiated a discounted rate of 10% for the one month of services.

This item is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The purpose of this amendment is to rent space for one additional month for the COVID-19 Emergency Operations Center to allow the Department to transition to a new space.

The Contractor is providing five (5) conference rooms and five (5) offices to the Department for the month of October 2020.

As referenced in Section 7 of the original agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and appropriate State approval. The Department is exercising its option to renew services for one (1) month of the eleven (11) months available.

Area served: Statewide

Source of Funds: CFDA #93.323, FAIN #NU50CK000522

The Department will request General Funds in the event that Federal Funds are no longer available and services are still needed.

Respectfully submitted,



Lori A. Shibinette
Commissioner



**New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Courtyard by Marriott Hotel & Grappone Conference Center Agreement**

This 2nd Amendment to the Grappone Agreement (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Capital Hotel Company (d/b/a The Courtyard by Marriott Hotel & Grappone Conference Center (hereinafter "Contractor"), of 70 Constitution Avenue, Concord, NH 03301.

WHEREAS, pursuant to an Agreement (the "Contract") approved by the Governor on May 11, 2020 as presented to the Executive Council on May 20, 2020 (Informational Item #I), as approved by the Governor on July 10, 2020, as presented to the Executive Council on August 5, 2020 (Informational Item #C) , the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Section 1 Scope of Services, Subsection 1.1 Event Space , to include the following rooms to read:

1.1. Event Space

1.1.1. The Contractor will provide the following overnight room block to the Department:

Date	Start Time	End Time	Function	Room	Setup	Room Rental
From Wed. April 25 2020- To Sat. October 31, 2020	8:00 AM	8:00 PM	Meeting	Ballroom, and Merrimack	See Diagram	Total: \$ 177,213
From Wed. April 25, 2020- To Sat. October 31, 2020	8:00 AM	8:00 PM	Meeting	Pierce and Webster	See Diagram	Total: \$89,950



**New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center**

From Wed. May 13, 2020-	8:00 AM	8:00 PM	Meeting	Capital	See Diagram	Total: \$53,370
To Sat. October 31, 2020						
From Wed. May 13, 2020-	8:00 AM	8:00 PM	Meeting	Concord	See Diagram	Total: \$53,370
To Sat. October 31, 2020						
From Wed. May 13, 2020-	8:00 AM	8:00 PM	Meeting	Constitution	See Diagram	Total: \$31,500
To Mon. August 31, 2020						
Date	Start Time	End Time	Function	Room	Setup	Room Rental
From Wed. April 25, 2020-	8:00 AM	8:00 PM	Meeting	Guest Rooms 101,102, 103 , 104, and 105	See Diagram	Total: \$92,500
To Sat. October 31, 2020						
From Wed. May 21, 2020-	8:00 AM	8:00 PM	Meeting	Guest Rooms 106 and 110	See Diagram	Total: \$14,200
To Mon. July 31, 2020						
From Wed. May 13, 2020-	8:00 AM	8:00 PM	Meeting	Guest Rooms 107, 108, and 109	See Diagram	Total: \$33,000
To Mon. August 31, 2020						

2. Modify Section 1 Scope of Services, Subsection 1.2 Additional Services/Fees, Part 1.2.1, to increase the price limitation for the additional cost to read:

1.2.1 Daily housekeeping services provided/billed monthly @ \$2,500 monthly in an amount



**New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center**

not to exceed \$17,635.

3. Modify Section 1 Scope of Services, Subsection 1.3 Outside Vendors, Part 1.3.1, to increase the price limitation for the additional cost to read:

- 1.3.1. The Contactor will provide in consultation and approval from the Department, technology support services. The Contractor will work with the Department to ensure that all logistical needs are met. Expenses that are incurred for these services shall be billed to the Department. Cost for these services cannot exceed \$36,619 throughout the duration of this contract.

4. Modify Section 2 Payment, Subsection 2.1 Price Limitation, Part 2.1.1, to increase the price limitation for the additional space to read:

- 2.1.1. The total to be paid or reimbursed under this Agreement from the Department to the Contractor shall not exceed \$1,092,614. The Contractor may increase this limit upon mutual agreement by the parties with appropriate approvals as required pursuant to the laws of the State of New Hampshire for government contracting.

5. Modify Section 3 Effective Date and Duration, Subsection 3.1 to modify the contract termination date to read:

- 3.1.1. The Term, of this Agreement shall commence on April 25, 2020, and shall terminate on October 31, 2020, unless sooner terminated or extended in accordance, with the terms of this Agreement.



**New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective retroactively to September 30, 2020, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 202-18.

NH Department of Health and Human Services

10/21/2020

Date

DocuSigned by:
Lisa M. Morris
D938DBFB8CA54A0...

Name: Lisa M. MORRIS

Title: Director, Division of Public Health Svcs.

Capital hotel Company DBA (The Courtyard by
Marriott Hotel & Grappone Conference Center

10/20/2020

Date

DocuSigned by:
Sherri Ferns
159C31932CE0472...

Name: Sherri Ferns

Title: Regional Director of Sales



**New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/29/2020

Date

DocuSigned by:

D5CA9202E32C4AE

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, and 202-18.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

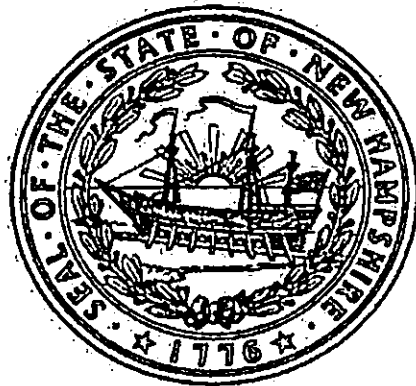
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CAPITAL HOTEL COMPANY II, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 28, 1999. 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: 333453

Certificate Number: 0004902827



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

Stephen Dupree hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Dupree Company LLC
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 10-19, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

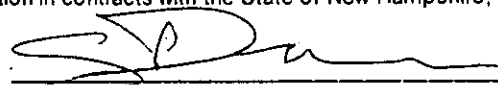
VOTED: That Sherni Ferns (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Dupree Company LLC to enter into contracts or agreements with the State
(Name of Corporation/LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 10-19-20


Signature of Elected Officer
Name: Stephen Dupree
Title: owner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2020

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 Infinger Insurance - Conway 1205 Eastman Rd PO Box 3070 North Conway NH 03860	CONTACT NAME: Kimberly Wood PHONE (A/C No, Ext): (603) 447-5123 FAX (A/C No): (603) 447-5126 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Citizens Ins Co of America</td> <td>31534</td> </tr> <tr> <td>INSURER B: Allmerica Financial Benefit</td> <td>41840</td> </tr> <tr> <td>INSURER C: Hanover Insurance Group, Inc.</td> <td>22292</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Ins Co of America	31534	INSURER B: Allmerica Financial Benefit	41840	INSURER C: Hanover Insurance Group, Inc.	22292	INSURER D: Travelers Indemnity Co	25658	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															
INSURED Duprey Hospitality LLC Capital Hotel Company II PO Box 1438 Concord NH 03301															

COVERAGES **CERTIFICATE NUMBER:** CL2011477782 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZBV H144550 04	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWV D098210 04	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UHV D105924 04	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 14,000,000 AGGREGATE \$ 14,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Cyber Liability			106810112	09/26/2019	09/26/2020	Per Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: 40 Commercial Street, Concord, NH
 Space leased for call center

CERTIFICATE HOLDER New Hampshire Dept of Health and Human Services 40 Terrill Park Drive Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Way A. [Signature]</div>
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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES**

Lori A. Shiblette
Commissioner

Lisa M. Morris
Director

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603-271-4501 1-800-852-3345 Ext. 4501
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July 13, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, and 2020-14, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive Sole Source** amendment to an existing agreement with Capital Hotel Company (dba The Courtyard by Marriott Hotel & Grappone Conference Center) (VC#158921-B001), Concord, NH to provide office space for the Division of Public Health COVID-19 Operations Center, by exercising a contract renewal option and increasing the price limitation by \$555,674 from \$453,599 to \$1,009,273 and by extending the completion date from August 31, 2020, to September 30, 2020, effective upon Governor approval. The original contract was approved by Governor Sununu on May 11, 2020. 51% Federal Funds. 49% General Funds.

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, 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.

05-95-90-903010-18350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90183520	\$235,590	\$0	\$235,590
2021	102-500731	Contracts for Prog Svc	90183520	\$218,009	\$63,075	\$281,084
			Total	\$453,599	\$63,075	\$516,674

05-95-95-950000-56760000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-502664	Contracts for Op Svc	95010999	\$0	\$0	\$0
2021	103-502664	Contracts for op Svc	95010999	\$0	\$492,599	\$492,599
			Subtotal	\$0	\$492,599	\$492,599
			Total	\$453,699	\$555,674	\$1,009,273

EXPLANATION

This item is **Sole Source** because MOP 150 requires any amendment be identified as sole source when: (1) amending a sole source contract; and (2) the original price limitation is increased by more than 10 percent of the original contract amount. The purpose of this amendment is to rent space for one additional month for the COVID-19 Operations team. This item is **Retroactive** because the Department needed to add additional conference rooms and offices to accommodate additional staff who are assisting in the investigation, contact tracing, monitoring, and coordination of COVID-19 testing. Additional funding has been allocated for food for the surge staff support. Per the Centers of Disease Control, individuals must stay at least 6 feet (about 2 arms' length) from other people, which the Department is able to provide with the larger space.

The Contractor is providing seven (7) conference rooms and ten (10) offices to the Department.

As referenced in Section 7 of the original agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval. The Department is exercising its option to renew services for one (1) month of the one (1) year available.

Area served: Statewide

Source of Funds: CFDA #93.323, FAIN #NU50CK000522

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

Respectfully submitted,


Lori A. Shibinette
Commissioner



**New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Courtyard by Marriott Hotel & Grappone Conference Center Agreement**

This 1st Amendment to the Grappone Agreement (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Capital Hotel Company (d/b/a The Courtyard by Marriott Hotel) & Grappone Conference Center (hereinafter "Contractor"), of 70 Constitution Avenue, Concord, NH 03301.

WHEREAS, pursuant to an Agreement (the "Contract") approved by the Governor on May 11, 2020, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract) and in consideration of certain sums specified; and

WHEREAS, pursuant to the Agreement, the parties agree to increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Section 1 Scope of Services, Subsection 1.1 Event Space ; to include the following rooms to read:

1.1. Event Space

1.1.1. The Contractor will provide the following overnight room block to the Department:

Date	Start Time	End Time	Function	Room	Setup	Room Rental
From Wed. April 25 2020-	8:00 AM	8:00 PM	Meeting	Ballroom, and Merrimack	See Diagram	Total: \$142,799
To Wed- September 30, 2020						
From Wed. April 25, 2020-	8:00 AM	8:00 PM	Meeting	Pierce and Webster	See Diagram	Total: \$76,000
To Wed. September 30, 2020						



New Hampshire Department of Health and Human Services
 The Courtyard by Marriott Hotel & Grappone Conference Center

From Wed. May 13, 2020-	8:00 AM	8:00 PM	Meeting	Capital	See Diagram	Total: \$45,000
To Wed. September 30, 2020						
From Wed. May 13, 2020-	8:00 AM	8:00 PM	Meeting	Concord	See Diagram	Total: \$45,000
To Wed. September 30, 2020						
From Wed. May 13, 2020-	8:00 AM	8:00 PM	Meeting	Constitution	See Diagram	Total: \$31,500
To Mon. August 31, 2020						
Date	Start Time	End Time	Function	Room	Setup	Room Rental
From Wed. April 25, 2020-	8:00 AM	8:00 PM	Meeting	Guest Rooms 101,102, 103, 104, and 105	See Diagram	Total: \$79,000
To Wed. September 30, 2020						
From Wed. May 21, 2020-	8:00 AM	8:00 PM	Meeting	Guest Rooms 106 and 110	See Diagram	Total: \$14,200
To Mon. July 31, 2020						
From Wed. May 13, 2020-	8:00 AM	8:00 PM	Meeting	Guest Rooms 107, 108, and 109	See Diagram	Total: \$33,000
To Mon. August 31,						

**New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center**



2020						
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2. Modify Section 1 Scope of Services, Subsection 1.2 Additional Services/Fees, Part 1.2.1, to increase the price limitation for the additional cost to read:

1.2.1 Daily housekeeping services provided/billed monthly @ \$2,500 monthly in an amount not to exceed \$15,000.

3. Modify Section 1 Scope of Services, Subsection 1.3 Outside Vendors, Part 1.3.1, to increase the price limitation for the additional cost to read:

1.3.1. The Contactor will provide in consultation and approval from the Department, technology support services. The Contractor will work with the Department to ensure that all logistical needs are met. Expenses that are incurred for these services shall be billed to the Department. Cost for these services cannot exceed \$34,819 throughout the duration of this contract.

4. Modify Section 1 Scope of Services, Subsection 1.4 Food & Beverage, Part 1.4.1, to increase the price limitation for the additional cost to read:

1.4.1 The Contractor will provide food and beverage during the events as described below:

1.4.1.1. Food & beverage prices are guaranteed through the duration this Contract.

1.4.1.2. Guarantee for final count must be provided five business days in advance for the following week. A minimum of 75 meals per day is required.

1.4.1.3. The Contractor will provide meals that are packaged To Go.

1.4.1.4. Pricing breakdown is as follows:

1.4.1.4.1. Meals: \$10 per person.

1.4.1.4.2. Coffee will be prepared as needed pricing is \$40.00 per urn.

1.4.1.4.3. Soda and bottled water will be available and charged by consumption.

1.4.1.5 All food and beverage orders will be billed monthly and not exceed \$492,955 over the duration of the agreement:

5. Modify Section 2 Payment, Subsection 2.1 Price Limitation, Part 2.1.1, to increase the price



**New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center**

limitation for the additional space to read:

2.1.1. The total to be paid or reimbursed under this Agreement from the Department to the Contractor shall not exceed \$1,009,273. The Contractor may increase this limit upon mutual agreement by the parties with appropriate approvals as required pursuant to the laws of the State of New Hampshire for government contracting.

6. Modify Section 3 Effective Date and Duration, Subsection 3.1 to modify the contract termination date to read:

3.1.1. The Term, of this Agreement shall commence on April 25, 2020, and shall terminate on September 30, 2020, unless sooner terminated or extended in accordance, with the terms of this Agreement.



New Hampshire Department of Health and Human Services
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All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This Amendment #1 shall be effective upon the Governor's approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10.

NH Department of Health and Human Services

6/26/20
Date

Annick N. Lavery
Name: Lori A. Shibinette
Title: Commissioner

Capital hotel Company DBA (The Courtyard by
Marriott Hotel & Grappone Conference Center

6-18-20
Date

Sheri Evans
Name: SHERI EVANS
Title: Director of Sales

New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

06/23/20
Date

Catherine Pinos
Name: Catherine Pinos, Attorney
Title:

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Lori A. Sbitzette
Commissioner

Lisa M. Morris
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

I mac

May 12, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 4:47, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05 and 2020-08, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive, Sole Source** agreement with Capital Hotel Company (dba The Courtyard by Marriott Hotel & Grappone Conference Center) (VC#TBD), Concord, NH in the amount of \$453,599 to provide office space for the Division of Public Health COVID-19 Operations Center, with the option to renew for up to one (1) additional year, retroactive to April 25, 2020 through August 31, 2020. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-85-90-903010-18350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	90027027	\$235,590
2021	102-500731	Contracts for Prog Svc	90027027	\$218,009
			Total	\$453,599

EXPLANATION

This item is **Retroactive and Sole Source** to allow the Department to effectively respond to the COVID-19 pandemic. The Department was unable to maintain the COVID-19 Operations Center at the Division of Public Health Services building located at Hazen Drive, due to the number of surge staff needed for COVID-19 investigation. Additionally, office space is undergoing significant renovation.

The purpose of this Agreement is for the Department to have a COVID-19 Operations Center headquartered at The Courtyard by Marriott Hotel & Grappone Conference Center. The Department needed to move its headquarters due to the high number of surge staffing needed for case investigation, contact tracing, monitoring and coordination of COVID-19 testing. Per the

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

Centers of Disease Control individuals must stay at least 6 feet (about 2 arms' length) from other people, which having a larger space is able to accommodate.

The Contractor is providing four (4) function rooms and four (4) converted guest rooms to the Department. Housekeeping services for each room will be provided daily. The Contractor is providing technology support services and will manage the logistics that are associated. In addition, the Contractor is handling all food and beverage services for the employees.

As referenced in the attached Agreement, the parties may extend contracted services for up one (1) additional year

Area served: Statewide

Source of Funds: 100% Federal Funds

The Department will request General Funds in the event that Federal Funds are no longer available should services still be needed.

Respectfully submitted,



RL
Lori A. Shabinette
Commissioner



New Hampshire Department of Health and Human Services
 The Courtyard by Marriott Hotel & Grappone Conference Center

**AGREEMENT BETWEEN THE STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES,
 DIVISION OF PUBLIC HEALTH SERVICES
 AND CAPITAL HOTEL COMPANY (DBA THE
 COURTYARD BY MARRIOTT HOTEL &
 GRAPPONE CONFERENCE CENTER)**

This Agreement dated this April 30, 2020 day of April 2020 is entered into by and between the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services (hereinafter "Department"), of 129 Pleasant Street, Concord, NH 03301 and Capital Hotel Company DBA (The Courtyard by Marriott Hotel & Grappone Conference Center (hereinafter "Contractor"), of 70 Constitution Avenue, Concord, NH 03301.

WHEREAS, consistent with the Governor's Executive Order 2020-04, the Department is working to respond to the growing outbreak of COVID-19;

WHEREAS, the Department requires additional space to accommodate personnel for emergency operations in response to the COVID-19 pandemic.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree:

1. SCOPE OF SERVICES

1.1. Event Space

1.1.1. The Contractor will provide the following overnight room block to the Department:

Date	Start Time	End Time	Function	Room	Setup	Room Rental
From Wed. April 25 2020-	8:00 AM	8:00 PM	Meeting	Ballroom, and Merrimack	See Diagram	Total: \$114,799
To Mon- August 31, 2020						
Date	Start Time	End Time	Function	Room	Setup	Room Rental
From Wed. April 25, 2020-	8:00 AM	8:00 PM	Meeting	Pierce and Webster Constitution	See Diagram	Total: \$121,000
To Mon. August 31, 2020						



**New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center**

Date	Start Time	End Time	Function	Room	Setup	Room Rental
From Wed. April 25, 2020 To Mon. August 31, 2020	8:00 AM	8:00 PM	Meeting	Guest Rooms 101, 102, 104, 103	See Diagram	Total: \$48,300

1.2. Additional Services/Fees:

1.2.1. Daily housekeeping services provided/billed monthly @ \$2,500 per month.

1.3. Outside Vendors:

1.3.1.

1.3.2. The Contactor will provide in consultation and approval from the Department, technology support services. The Contractor will work with the Department to ensure that all logistical needs are met. Expenses that are incurred for these services shall be billed to the Department. Cost for these services cannot exceed \$16,000 throughout the duration of this contract.

1.4. Food & Beverage:

1.4.1. The Contractor will provide food and beverage during the events as described below:

1.4.1.1. Food & beverage prices are guaranteed through the duration this Contract.

1.4.1.2. Guarantee for final count must be provided five business days in advance for the following week. A minimum of 75 meals per day is required.

1.4.1.3. The Contractor will provide meals that are packaged To Go.

1.4.1.4. Pricing breakdown is as follows:

1.4.1.4.1. Meals: \$10 per person.

1.4.1.4.2. Coffee will be prepared as needed pricing is \$40.00 per urn.

1.4.1.4.3. Soda and bottled water will be available and charged by consumption.

1.4.1.4.4. All food and beverage orders will be billed monthly.



New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center

2. PAYMENT

2.1. Price Limitation:

- 2.1.1. The total to be paid or reimbursed under this Agreement from the Department to the Contractor shall not exceed \$453,599. The Contractor may increase this limit upon mutual agreement by the parties with appropriate approvals as required pursuant to the laws of the State of New Hampshire for government contracting.
- 2.1.2. Deposit: A non-refundable deposit of \$25,000 must be returned with the signed contract on or before Wednesday, April 29, 2020.
- 2.1.3. Direct Billing has been approved the Contractor will provide monthly invoicing. The Contractor shall submit an invoice to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment. The Department 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.
- 2.1.4. The Department 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.
- 2.1.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Mary.Calise@dhs.nh.gov, or invoices may be mailed to:

Mary Calise
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 2.1.6. Notwithstanding any provision of this Agreement to the contrary, all obligations of the Department 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 of service.

3. Effective Date and Duration:

- 3.1. The Term of this Agreement shall commence on April 25, 2020, and shall terminate on August 31, 2020, unless sooner terminated or extended in accordance with the terms of this Agreement.



New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center

4. Indemnification:

4.1. 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 omissions of the Contractor, or subcontractors, including but not limited to negligent, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. 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 shall survive the termination of this Agreement.

5. Confidentiality:

5.1. Any and all confidential information obtained or received by the Contractor shall be kept confidential and shall not be disclosed to anyone for any reason, unless required by law. "Confidential Information" means all information owned, managed, created, or received from the individuals, the Department, any other agency of the State, or any medical provider, that is protected by Federal or State information security, privacy or confidentiality laws or rules. Confidential Information includes, but is not limited to, Derivative Data, protected health information (PHI), personally identifiable information (PII), federal tax information (FTI), Social Security Administration information (SSA) and criminal justice information services (CJIS) and any other sensitive confidential information provided under the Agreement. This covenant shall survive the termination of the Agreement.

6. Assignment:

6.1. The Contractor shall not assign any interest in this Agreement without prior written notice, which shall be provided to the Department at least fifteen (15) days prior to the assignment, and a written consent of the Department. 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.

7. Modification:

7.1. No modification of this Agreement shall be binding upon the other Party unless made in writing and agreed upon by both Parties to this Agreement. Either Party may terminate this Agreement for any reason or for no reason upon thirty (30) days written notice to the other Party. The parties may extend contracted services for up to one (1) year from the completion date of the initial term of this Agreement, subject to the continued appropriation of funding and satisfactory performance of services.



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The Courtyard by Marriott Hotel & Grappone Conference Center

8. Severability:

8.1. In the event that any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and shall remain in full force and effect.

9. Jurisdiction:

9.1. This Agreement shall be governed by, interpreted and enforced under the laws of the State of New Hampshire without making reference to its conflicts of laws or choice of laws provisions. The Parties consent to a state court located in the state of New Hampshire as having the sole jurisdiction of any and all controversies that may arise under this Agreement.

10. Entire Agreement:

10.1 This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

11. Insurance:

11.1. 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:

11.2. 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

11.3. Special cause of loss coverage form covering all property subject to this Agreement in an amount of not less than 80% of the whole replacement value of the property.

11.4. The policies described in subparagraph 5 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.

11.5. The Contractor shall furnish to the Department, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Department, 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.

12. Workers' Compensation:

12.1. 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").

12.2. To the extent the Contractor is subject to the requirements of N.H. RSA chapter



**New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center**

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 Department, 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.

13. Contractor's Relation to the State:

- 13.1. 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.

14. Miscellaneous

- 14.1. The Department understands and agrees to the rental fees outlined and guarantees full payment through the duration of this contract, regardless if space requirement decreases. Any additional space added to this contract can be done on a monthly basis.
- 14.2. The Contractor will not be held responsible for damage to any merchandise or loss of personal items brought on to the premises prior to, during or following an event in addition to loss or damage due to circumstances beyond its control, to include, but not limited to, mechanical failure of the Hotel & Conference Center's systems and equipment, fire, war, states of emergency, labor strikes, failure of utilities or acts of God. The Contractor also reserves the right to require a security detail at the Department's expense based on the nature of the event. All security personal must be approved by the Contractor.



New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center

SIGNATURES

On Behalf Of: State of New
Hampshire Printed Name: Lisa Morris

Signature:

Lisa Morris

Date:

5/1/20

On Behalf of the Courtyard by Marriott Hotel and Grappone
Conference Center Name: Sherri Ferns

Signature:

Sherri Ferns

Date:

4/30/20

The preceding Agreement, having been reviewed by this office, is approved as to form, substance, and execution.

New Hampshire Department of Health and Human Services
The Courtyard by Marriott Hotel & Grappone Conference Center



OFFICE OF THE ATTORNEY GENERAL

05/04/2020

Date

Takhmina Rakhmatova

Name:

Title: