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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**NEW HAMPSHIRE HOSPITAL**

Lori A. Shibinette  
 Commissioner  
  
 Heather M. Moquin  
 Chief Executive Officer

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

May 6, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, New Hampshire Hospital, to amend an existing contract with CDB Mechanical (Vendor #208620), Concord, NH for the continued provision of refrigeration equipment maintenance and repair, by exercising a contract renewal option by increasing the price limitation by \$22,000 from \$84,000 to \$106,000 and by extending the completion date from June 30, 2021 to June 30, 2022 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 70% General Funds. 30% Other Funds (Provider Fees).

The original contract was approved by Governor and Council on June 21, 2017, item #39E and most recently amended with Governor and Council approval on June 5, 2019, item #20.

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

**05-95-94-940010-8410 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH - FACILITY/PATIENT SUPPORT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2018	024-500225	Maintenance Other than Building/Ground	94026400	\$21,000	\$0	\$21,000
2019	024-500225	Maintenance Other than Building/Ground	94026400	\$21,000	\$0	\$21,000
2020	024-500225	Maintenance Other than Building/Ground	94026400	\$21,000	\$0	\$21,000
2021	024-500225	Maintenance Other than Building/Ground	94026400	\$21,000	\$0	\$21,000

2022	024-500225	Maintenance Other than Building/Ground	94026400	\$0	\$22,000	\$22,000
			<b>Total</b>	<b>\$84,000</b>	<b>\$22,000</b>	<b>\$106,000</b>

**EXPLANATION**

The purpose of this request is for the continuation of routine and preventative maintenance, in accordance with manufacturers' suggested standards, as well as emergency repair services to the dietary and medical refrigeration/cooling equipment located at the New Hampshire Hospital facility and the Brown Building located on the Hugh Gallen State Office Park South campus. Equipment covered in this agreement includes service to refrigeration, ice and freezer units that keep acute psychiatric patient medications and vaccines within consistent temperature ranges and cafeteria food cold/frozen.

Food products and certain pharmaceuticals must be stored within specific temperature ranges for health and safety reasons and in order to meet accreditation requirements set forth by The Joint Commission. Routine and preventative maintenance extends the life of the equipment, helps maximize energy efficiency, and extends the timeframe in which costly replacement is necessary. Services within this agreement will provide all patients of New Hampshire Hospital and staff of both New Hampshire Hospital and Brown Building with safe food/beverage/medication. Approximately 1,000 individuals will be served from July 1, 2021 to June 30, 2022.

The complexity of the preventative, routine and emergency services to the refrigeration equipment requires specially trained and certified technicians. Only trained and certified Contractor staff will service the refrigeration/cooling equipment within the New Hampshire Hospital facility and Brown Building.

The Department will monitor contracted services by ensuring the Contractor provides the required preventative maintenance and repairs in accordance with the terms of the contract.

As referenced in Exhibit C-1, revisions to General Provisions, Section 3, of the original contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) year of the two (2) years available, leaving one (1) year remaining.

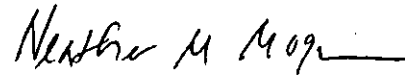
Should the Governor and Executive Council not authorize this request, the refrigeration/cooling systems for food and medication services (refrigerators, freezers and ice machines) may not be maintained in accordance with manufacturers' suggested standards as NHH staff does not possess the necessary training and expertise to perform routine and preventative maintenance. Equipment failure could result in compromised patient medications and vaccines, in addition to delays providing meals to patients and the increased risk of costly food spoilage that could lead to food borne illness.

Area served: New Hampshire Hospital and Brown Building

Source of Funds: 70% General Funds and 30% Other Funds (Provider Fees)

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Heather M. Moquin", followed by a horizontal line.

Heather M. Moquin  
Chief Executive Officer

**State of New Hampshire  
Department of Health and Human Services  
Amendment #2**

This Amendment to the Refrigeration Equipment Maintenance and Repair Services for New Hampshire Hospital contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and CDB Mechanical, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, Item #39E, as amended on June 5, 2019, Item #20, 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, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1/, Revisions to General Provisions, Paragraph 3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2022
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$106,000
3. Modify Exhibit A, Scope of Services, Section 2, Statement of Work, by adding Subsection 2.8 to read:  

2.8. The Contractor shall provide verification of immunization in accordance with Center for Disease control recommendations regarding the Immunization of Health Care Workers upon the request of the Department, as needed for on-site business. The Contractor shall ensure immunizations include the COVID-19 vaccination when it is widely available.
4. Add Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2021 subject to Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/20/2021

Date

DocuSigned by:

*Heather M. Moquin*

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Name: Heather M. Moquin

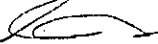
Title: Chief Executive Officer, New Hampshire Hospital

CDB Mechanical, LLC

5/19/2021

Date

DocuSigned by:



27ABA3557E7C405

Name: Craig Bland

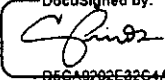
Title: Manager

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

OFFICE OF THE ATTORNEY GENERAL

5/20/2021

Date

DocuSigned by:  
  
D5CA0202E32C4AE  
Name: Catherine Pinos  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise, physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Handwritten initials in a circle.

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

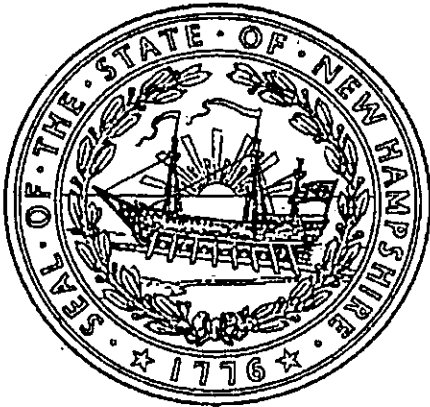
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CDB MECHANICAL LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 09, 2007. 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: 570263

Certificate Number: 0005362759



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of May A.D. 2021.

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

William M. Gardner  
Secretary of State



**CERTIFICATE OF AUTHORITY/VOTE**  
(Limited Liability Company)

I, Craig Bland, hereby certify that:  
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of COB Mechanical LLC  
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Craig Bland Manager COB Mechanical LLC  
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

[Signature]  
(Contract Signatory - Signature)

5/19/21  
(Date)

STATE OF NH

COUNTY OF Merimack

On this the 19 day of May, 2021, before me Maureen Bland,  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Craig Bland, known to me (or  
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

Maureen Bland  
(Notary Public / Justice of the Peace - Signature)

Commission Expires: \_\_\_\_\_

**MAUREEN E. BLAND Notary Public**  
**My Commission Expires May 1, 2024**



CDBMECH-01

ESHEPPARD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/10/2020

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).

<b>PRODUCER</b> Davis & Towle Group, Inc. PO Box 2300 Henniker, NH 03242	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 428-3238      FAX (A/C, No): E-MAIL ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b>												
<b>INSURED</b>  CDB Mechanical & Climate Shield, LLC 134 G1 Hall Street Concord, NH 03301	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Phenix Mutual Fire Insurance Co.</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER B : Motorist Commercial Mutual Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C : Eastern Alliance Insurance Group</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Phenix Mutual Fire Insurance Co.	NAIC #	INSURER B : Motorist Commercial Mutual Insurance Company		INSURER C : Eastern Alliance Insurance Group		INSURER D :		INSURER E :		INSURER F :	
INSURER A : Phenix Mutual Fire Insurance Co.	NAIC #												
INSURER B : Motorist Commercial Mutual Insurance Company													
INSURER C : Eastern Alliance Insurance Group													
INSURER D :													
INSURER E :													
INSURER F :													

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			5000035451	12/7/2020	12/7/2021	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 - COM/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5000035451	12/7/2020	12/7/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5000022653	12/7/2020	12/7/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	05-0000121496-02	12/7/2020	12/7/2021	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**\*\* Workers Comp Information \*\***  
 Included states - NH, ME, & MA  
 Exclusion of Executive Officers or Partners - Craig Bland

<b>CERTIFICATE HOLDER</b>  New Hampshire DHHS - NH Hospital 36 Clinton Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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20  
MAC

Jeffrey A. Meyers  
Commissioner

Lori A. Shibinette  
Chief Executive Officer

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*NEW HAMPSHIRE HOSPITAL*

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

April 17, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, New Hampshire Hospital, to exercise a renewal option and amend an existing contract with CDB Mechanical, LLC (Vendor #208620), 134 Hall Street, Suite G-1, Concord, NH 03301-3857 for the continued provision of refrigeration equipment maintenance and repair by increasing the price limitation by \$42,000 from \$42,000 to an amount not to exceed \$84,000 and extending the completion date from June 30, 2019 to June 30, 2021, effective July 1, 2019 or upon the date of Governor and Council approval, whichever is later. 70% General Funds and 30% Other Funds

This agreement was originally approved by the Governor and Executive Council on June 21, 2017, Item #39E.

Funds are available in the following account for State Fiscal Year (SFY) 2020 and SFY 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

05-95-94-940010-8410 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH - FACILITY/PATIENT SUPPORT

SFY	Class/ Account	Class Title	Job Number	Current Budget	Increase/ (Decrease) Budget	Modified Budget
2018	024-500225	Maintenance Other than Building/Ground	94026400	\$21,000	\$0	\$21,000
2019	024-500225	Maintenance Other than Building/Ground	94026400	\$21,000	\$0	\$21,000
2020	024-500225	Maintenance Other than Building/Ground	94026400	\$0	-\$21,000	\$21,000
2021	024-500225	Maintenance Other than Building/Ground	94026400	\$0	\$21,000	\$21,000
			<b>Total:</b>	<b>\$42,000</b>	<b>\$42,000</b>	<b>\$84,000</b>

### EXPLANATION

The purpose of this request is for the continuation of preventative and routine maintenance, as well as emergency repair service to the refrigeration equipment located at the New Hampshire Hospital (NHH) facility and the Brown Building located on the State Office Park South Campus.

Equipment serviced includes dietary and medical refrigeration equipment, including ice and freezer units that keep NHH patient meals and cafeteria food cold/frozen, as well as pharmacy and medical refrigeration units that ensure pharmaceuticals are kept within consistent temperature ranges. Food products, and certain medications and vaccines, must be stored within specific temperature ranges in order to meet storage requirements set by The Joint Commission.

Routine maintenance allows the equipment to last longer and extends the time frame in which costly replacement of equipment is necessary. Lastly, scheduled preventative maintenance also helps maximize energy efficiency.

The complexity of the preventative, routine and emergency services to the refrigeration equipment requires specially trained and certified technicians. Only trained and certified Contractor staff will service the refrigeration/cooling equipment within the NHH facility and Brown Building. The services provided by the Contractor ensures the equipment maintains consistent temperatures in order to meet The Joint Commission accreditation requirements for food and medication storage.

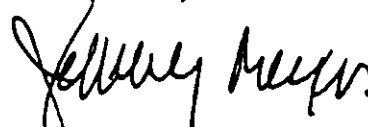
As referenced in the Request for Bid (RFB) and in Exhibit C-1 of the contract, the Department reserves the right to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval by the Governor and Executive Council. This agreement utilizes two (2) years of the renewal option, leaving two (2) years remaining.

Should the Governor and Executive Council not authorize this request, the refrigeration/cooling systems for medications and food services (refrigerators, freezers and ice machines) may not be maintained in accordance with manufacturers' suggested standards as NHH staff does not possess the necessary training and expertise. Equipment failure could result in compromised patient medications and vaccines, in addition to delays providing meals to patients and the increased risk of costly food spoilage that could lead to food borne illness.

Area served: New Hampshire Hospital and Brown Building

Source of Funds: 70% General Funds and 30% Other Funds (Interagency and Agency Income). In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

**New Hampshire Department of Health and Human Services  
Refrigeration Equipment Maintenance and Repair Services for  
New Hampshire Hospital**



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the Refrigeration Equipment Maintenance and  
Repair Services for New Hampshire Hospital Contract**

This 1<sup>st</sup> Amendment to the Refrigeration Equipment Maintenance and Repair Services for New Hampshire Hospital contract (hereinafter referred to as "Amendment #1") dated this 12th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and CDB Mechanical, LLC (hereinafter referred to as "the Contractor"), a limited liability corporation with a place of business at 134 Hall Street, Suite G-1, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #39E), 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 State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and increase the price limitation 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. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$84,000.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit A-1 Equipment List in its entirety and replace with:  
Exhibit A-1 Refrigeration Equipment List - Amendment #1.

**New Hampshire Department of Health and Human Services  
Refrigeration Equipment Maintenance and Repair Services for  
New Hampshire Hospital**



This amendment shall be effective upon the date of Governor and Executive Council approval.  
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire  
Department of Health and Human Services

5/7/19  
Date

Lori Shabinette  
Lori Shabinette,  
Chief Executive Officer  
New Hampshire Hospital

CDB Mechanical, LLC

5.1.19  
Date

[Signature]  
Name: Craig Blano  
Title: manager

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on May 1, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Lori M. Orsini  
Signature of ~~Notary Public~~ or Justice of the Peace

Lori M Orsini  
Name and Title of ~~Notary~~ or Justice of the Peace

My Commission Expires: 6-7-2022

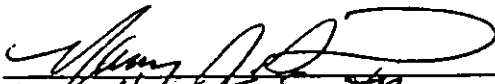
**New Hampshire Department of Health and Human Services  
Refrigeration Equipment Maintenance and Repair Services for  
New Hampshire Hospital**



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

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

  
Name: Nancy S. Smith  
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

Exhibit A-1 - Amendment #1


Refrigeration Equipment List

Qty	Equipment	Model Number	Serial Number	Location	Room #
1	Glenco Refrigerator (Roll-in)	RSR-1-SE-RT	HH.354333-B	APSMain Kitchen	A136
1	Traulsen (Roll-in)	RRI 132LRIFHS	T157820G98	APSMain Kitchen	A136
1	Traulsen (Roll-in)	RRI 132LRIFHS	T157810G98	APSMain Kitchen	A136
2	Geldback Refrig (Walk-in)	Installed 1989		APSMain Kitchen	A136
1	Geldback Refrig/Frezr (Walk-in)	Installed 1989		APSMain Kitchen	A136
1	Manitowoc Ice Maker	B570	40522806	APSMain Kitchen	A136
1	Vulcan Blast Freezer	AP5BCF45-2	0609-100284	APSMain Kitchen	A136
1	Therma Tray	ACRS-10-56-ST5-RH	C8917H014	APSMain Kitchen	A136
1	Continental Refrigerator (Roll-In)	DL1RI	157A6263	APSMain Kitchen	A136
1	Turboair Refrigerator (Roll-In)	PRO-26R-RI	PT2RLC8001	APSMain Kitchen	A136
1	Beverage-Air Refrigerator (Roll-In)	PR11-1AS-XDX	12506517	APSMain Kitchen	A136
1	Randell Freezer (Under counter)	20048SCF	W132919-1-1	APS Cafeteria Tray Line	A143
1	Delfield/Alco Salad Bar Counter Refrig	Installed 1989		APS Cafeteria Tray Line	A143
1	Glenco Roll-In Refrigerator	RSR-1-SE-RT	HH-354333-B	APS Cafeteria Tray Line	A143
1	Geldback Freezer (Walk-in)	EFD SSB	Installed 1989	APS Dietary Prep Kitchen	M030
1	Geldback Refrigerator (Walk-in)	Installed 1989		APS Dietary Prep Kitchen	M030
1	Glenco Refrigerator (6 Door)	SHS-74-TE	HH354332-B	APS Dietary Prep Kitchen	M030
1	Beverage Air Refrigerator (Under counter)	SUR 48/512		APS Dietary Prep Kitchen	M030
1	True Refrigerator	TY-49	1-2182696	APS Dietary Prep Kitchen	M030
1	True Freezer	T-49F	1-4140274	APS Dietary Prep Kitchen	M030
1	Scottsman Ice Maker	CMES06AE-1C	218686-12P	APS Dietary Prep Kitchen	M030
1	Traulsen Refrigerator (4,Door)	G-2000I	T.095740801	APS Dietary Prep Kitchen	M030
1	Continental Freezer (4 Door)	DL2F-SS-HD	15239336	APS Dietary Prep Kitchen	M030
1	Continental Refrigerator (4-Door)	DL2R-SS-HD	15239337	APS Dietary Prep Kitchen	M030
1	Follett Ice Machine (C-Unit)	LC12, 120/60	H98111-147 16	APS Patient Care Units	C102
1	Follett Ice Machine (D-Unit)	LC12, 120/60	E75892-058 15	APS Patient Care Units	D102
1	Follett Ice Machine (E-Unit)	LC12, 120/60	H98112-147 16	APS Patient Care Units	E102
1	Follett Ice Machine (F-Unit)	LC12, 120/60	J96185-256 17	APS Patient Care Units	F102
1	Follett Ice Machine (G-Unit)	LC12, 120/60	J96186-256 17	APS Patient Care Units	G102
1	Follett Ice Machine (H-Unit)	LC12, 120/60	J96416-257 17	APS Patient Care Units	H102
1	Follett Ice Machine (I & J-Unit)	LC12, 120/60	J96285-257 17	APS Patient Care Units	J258
1	Follett Ice Machine (ISU)	LC12, 120/60	D40123-303 11	APS Patient Care Units	B128
1	Follett Ice Machine (Spare)	LC12, 120/60	H91641-110 16	APS Patient Care Units	M019
1	Follett Medical Refrigerator (C-Unit)	995969	H72919-342-15	APS Medical Refrigerators	C143A
1	Follett Medical Refrigerator (D-Unit)	995969	H84020-61-16	APS Medical Refrigerators	D143A
1	Follett Medical Refrigerator (E&F-Unit)	995969	H84021-61-16	APS Medical Refrigerators	F142
1	Follett Medical Refrigerator (G-Unit)	995969	H84018-61-16	APS Medical Refrigerators	G243A
1	Follett Medical Refrigerator (H-Unit)	995969	E69648-009-15	APS Medical Refrigerators	H243A
1	Follett Medical Refrigerator (I-Unit)	995969		APS Medical Refrigerators	I223
2	Follett Medical Refrigerator (J-Unit)	995969	E85624-151-15	APS Medical Refrigerators	J256
1	Follett Medical Refrigerator (ISU-Unit)	995969	H80117-35-16	APS Medical Refrigerators	B132
1	Follett Medical Refrigerator (Pharmacy)	995969	H83989	APS Medical Refrigerators	B179
1	Helmer (RX1) (Pharmacy)	HPR125	2000120	APS Medical Refrigerators	B179
1	Whirlpool (RX2) Pharmacy	W9RXXMFW000	EY4601332	APS Medical Refrigerators	B179
1	Follett Medical Refrigerator (M-010)	995969	K03234-298-17	APS Medical Refrigerators	M010
1	Felix Medical Refrigerator (M-010)	FF-7L	2005 09 000069	APS Medical Refrigerators	M010
1	Silver King Refrigerator	SKFB27	SOC33186R	Brown Building Café	
1	Silver King Freezer	SKFB27	SOC33239B	Brown Building Café	
1	American Panel Freezer	FW3077 11TNWNL	25125 D1	Brown Building Café	
1	American Panel Refrigerator	FW3077 11TNWNL	25125 D2	Brown Building Café	
1	Randell Refrigerator	40048	PJ77681126	Brown Building Café	
1	Randell Deli-Bar	9045KAM	T000039812	Brown Building Café	
1	Hobart Reach-In Refrigerator	DA-2	321055546	Brown Building Café	
1	True Freezer Single Door	T-23F	1-4562293	Brown Building Café	



Exhibit A-1 - Amendment #1  
Refrigeration Equipment List

1	Heat Craft Walk-In Freezer	LET06587	D97K01921	Brown Building Café	
1	Heat Craft Walk-In Cooler	AA28-76B	G970723-118	Brown Building Café	
1	Hoshizaki Ice Maker	DCM-241U	H2	Brown Building Café	

  
5/1/15

39E mac



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH  
NEW HAMPSHIRE HOSPITAL

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

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

June 8, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, enter into an agreement with CDB Mechanical, LLC, (Vendor #208620), 134 Hall Street, Suite G-1, Concord, NH 03301-3857, in an amount not to exceed \$42,000 for the provision of refrigeration equipment maintenance and repair, effective July 1, 2017 or upon Governor and Council approval, whichever is later, through June 30, 2019. 26% Federal Funds, 69% General Funds and 5% Other Funds.

Funds are anticipated to be available in State Fiscal Year 2018 and State Fiscal Year 2019, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**05-95-94-940010-8410 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH - FACILITY/PATIENT SUPPORT**

Fiscal Year	Class/Account	Class Title	Job Number	Budget Amount
2018	024-500225	Maintenance Other than Building/Ground	94026400	\$21,000
2019	024-500225	Maintenance Other than Building/Ground	94026400	\$21,000
			<b>Total:</b>	<b>\$42,000</b>

**EXPLANATION**

The purpose of this request is for the Contractor to provide preventative and routine maintenance, as well as emergency repair service to the refrigeration equipment located at the New Hampshire Hospital (NHH) facility as well as the Brown Building located on the State Office Park South Campus.

Equipment covered in this agreement includes service to refrigeration, ice and freezer units that keep acute psychiatric patient and cafeteria food cold/frozen. Equipment failures may cause food to spoil, leading to food borne illness, as well as delays in providing meals to patients. Preventative maintenance schedules included in this Contract also help maximize energy efficiencies of refrigeration units and meets standards for infection control and prevention. Lastly, routine maintenance of this equipment as required in the Contract allows equipment to last longer and enhances the timeframe in which expensive replacement is necessary.

The complexity of preventative, routine and emergency service to refrigeration equipment involves specially trained, certified technicians. This Contract requires that only "trained and certified staff" service the refrigeration equipment within the New Hampshire Hospital facility and Brown Building. The scope of service outlined in the Contract ensures refrigeration equipment maintains consistent temperatures in order to meet Joint Commission accreditation requirements for food service to patients.

CDB Mechanical, LLC was selected through a competitive bid process. A Request for Bid was posted on The Department of Health and Human Services' web site from May 1, 2017 through May 18, 2017. Additionally, an email notice announcing the Request for Bid was sent to all HVAC Vendors in the Greater Concord area on May 1, 2017. The Department received one (1) bid. The Bid Summary is attached.

As referenced in the Request for Bid and in Exhibit C-1 of this contract, the Department reserves the right to extend the agreement for up to four (4) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval by the Governor and Executive Council.

Notwithstanding any other provision of the Contract to the contrary, no services shall be provided after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

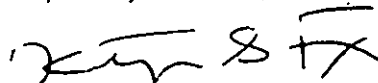
Should the Governor and Executive Council not authorize this request, the cooling systems for food services (refrigeration, freezers and ice machines) may not be maintained in accordance with manufacturers suggested standards as staff does not possess the necessary training and expertise in this area. Equipment failure may cause food to spoil, leading to food borne illness, as well as delays in providing meals to patients.

Area served: New Hampshire Hospital and Brown Building

Source of Funds: 26% Federal Funds made available under the Social Security Act, Section 1923, Payment for Inpatient Hospital Services Furnished by Disproportionate Share Hospitals, 69% General Funds and 5% Other Funds (User Fees).

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

Respectfully submitted,



Katja S. Fox  
Director

Approved by:



Jeffrey A. Meyers  
Commissioner



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Bid Summary Sheet

Refrigeration Equipment Maintenance and Repair  
Services for New Hampshire Hospital

RFB-2018-NHH-01-REFRI

RFB Name

RFB Number

	Bidder Name	Normal Business Hours Hourly Rate	Emergency Repair Services Hourly Rate
1.	CDB Mechanical, LLC	\$80.00	\$120.00
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Subject: Refrigeration Equipment Maintenance and Repair Services for New Hampshire Hospital (RFB-2018-NHH-01-REFRI-01)




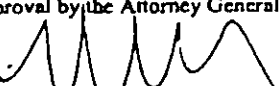
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name CDB Mechanical, LLC		1.4 Contractor Address 134 Hall Street, Suite G-1 Concord, NH 03301	
1.5 Contractor Phone Number 603-219-0697	1.6 Account Number 05-95-94-940010-8410	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$42,000
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Craig Blend, manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>June 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Maureen B...			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katy Fox, Director	
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>Maureen A. Cole - Attorney 4/9/17</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

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.





## Exhibit A

### Scope of Services

#### 1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1 The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.2 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

#### 2. STATEMENT OF WORK

- 2.1 The Contractor shall provide maintenance and repair services to all equipment listed in Exhibit A-1, Equipment List, which shall include future acquisitions.
- 2.2 The Contractor shall provide preventative maintenance and repairs, as well as emergency repair services according to manufacturer recommendations. Preventative maintenance shall include:
  - 2.2.1 Provide on-site preventative maintenance every four (4) months or as often as recommended by the manufacturer.
  - 2.2.2 Provide all supervision, materials, equipment, labor and transportation necessary for the successful completion of the work.
  - 2.2.3 Ensure services are available on a 24 hour, 7 day a week basis.
  - 2.2.4 Provide a written summary of the work performed after each scheduled or emergency call and obtain a signature of a New Hampshire Hospital Facilities Department HVAC Technician or designee before leaving the job site.
- 2.3 The Contractor shall provide the Department with service and repair recommendations that may be outside the Manufacturer's recommendations which may lengthen the life of the product. The Contractor shall obtain authorization from the Department prior to commencing additional services.
- 2.4 The Contractor shall obtain approval from the New Hampshire Hospital Facilities Department HVAC Technician or designee prior to repairing or replacing parts and shall:
  - 2.4.1 Provide a written estimate for any repairs exceeding one thousand dollars (\$1,000) prior to repairing or replacing parts;



## Exhibit A

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- 2.4.2 Allow the Department to purchase parts directly from suppliers when possible;
- 2.4.3 Ensure that materials used are at Contractor cost by invoice;
- 2.4.4 Ensure that replacement parts are Original Equipment Manufacturer (OEM) parts, unless prior written authorization is obtained from the Department;
- 2.4.5 Schedule routine maintenance with the New Hampshire Hospital Facilities Department HVAC Technician or designee a minimum of one week in advance of the services; and
- 2.4.6 Provide a one (1) year warranty on all OEM parts.
- 2.5 The Contractor shall ensure that equipment requiring preventative maintenance is out of service for no more than four (4) hours.
- 2.6 The Contractor shall provide Emergency Repairs occurring outside normal business hours of 7:30 a.m. to 3:30 p.m., Monday through Friday, excluding State employee holidays. Emergency repairs must be completed within twenty four (24) hours of receiving the request.
- 2.7 The Contractor shall provide adequately trained and certified staff to complete the required maintenance and repair services. The Contractor shall:
  - 2.7.1 Ensure that a criminal background check performed by the New Hampshire State Police is provided to New Hampshire Hospital for each employee performing work in patient care areas prior to performing any work.
  - 2.7.2 Ensure each employee completes a New Hampshire Hospital orientation (less than thirty (30) minutes) regarding safety, patient confidentiality, boundaries and infection prevention prior to performing any work onsite at New Hampshire Hospital.
  - 2.7.3 Employ a sufficient number of trained technicians such that emergency calls can be responded to within three (3) hours after the request is made.

Exhibit A-1

**NEW HAMPSHIRE HOSPITAL REFRIGERATION EQUIPMENT**

<u>Table I: NHH APS Refrigeration Equipment</u>			
<u>Qty</u>	<u>Main Kitchen</u>	<u>Model Number</u>	<u>Serial Number</u>
2	Glenco Refrigerator (Roll-in)	RSR-1-SE-RT	HH 354333-B
1	Traulsen (Roll-in)	RRI 132LRIFHS	T157810G98
1	Traulsen (Roll-in)	RRI 132LRIFHS	T157810G98
2	Geldback Refrigerators (Walk-in)	Installed 1989	
1	Geldback Refrig/Freezer (Walk-in)	Installed 1989	
1	Manitowoc Ice Maker	B570	040522806
1	Vulcan Blast Freezer	AP5BCF45-2	0609-100284
1	Therma Tray	ACRS-10-S6-STS-RH	C8917H014
<u>Qty</u>	<u>Cafeteria Tray Line</u>	<u>Model Number</u>	<u>Serial Number</u>
1	Randell Freezer (Under counter)	20048SCF	W132919-1-1
1	Delfield/Alco Salad Bar counter Refrig.	Installed 1989	
1	Glenco Roll-in Refrigerator	RSR-1-SE-RT	HH-354333-B
<u>Qty</u>	<u>Dietary Kitchen</u>	<u>Model Number</u>	<u>Serial Number</u>
1	Geldback Freezer (Walk-in)	EFD SSB	Installed 1989
1	Geldback Refrigerator (Walk-in)	Installed 1989	
1	Glenco Refrigerator (6 Door)	SHS-74-TE	HH354332-B
1	Beverage Air Refrigerator (under counter)	SUR 48/S12	N/A
1	True Refrigerator	TY-49	1-2182696
1	True Freezer	T-49F	1-4140274

Exhibit A-1

**NEW HAMPSHIRE HOSPITAL REFRIGERATION EQUIPMENT**

1	Scottsman Ice Maker	CME506AE-1C	218686-12P
1	Traulsen Refrigerator (4 Door)	G-20001	T 095740B01
1	Continental Freezer (4 Door)	DL2F-SS-HD	15239336
1	Continental Refrigerator (4 Door)	DL2R-SS-HD	15239337
<b>Qty</b>	<b>APS Patient Care Units</b>	<b>Model Number</b>	<b>Serial Number</b>
1	Follett Ice Machine (in ISU).	LC12 12C1425A	H91641
1	Follett Ice Machine (in C Unit)	LC12 12C1425A	H98112
1	Follett Ice Machine (in D Unit)	LC12 12C1400A	D4123
1	Scottsman Ice Machine (in E Unit)	NDE0550AS-1A	05991704N
1	Follett Ice Machine (in F Unit)	LC12 12C1425A	H98111
1	Scottsman Ice Machine (in G Unit)	NDE550AS-1A	007246-10N
1	Follett Ice Machine (in H Unit)	LC12 01002419	E75892
1	Follett Ice Machine (in I&J Unit)	LC12 12C1400A	D40124

<b>Table II: NHH Brown Building Refrigeration Equipment</b>			
<b>Qty</b>	<b>Brown Building</b>	<b>Model Number</b>	<b>Serial Number</b>
1	Silver King Refrigerator	SKFB27	SOC33186R
1	Silver King Freezer	SKFB27	SOC33239B
1	American Panel Freezer	FW3077 11TNWNL	25125 D1
1	American Panel Refrigerator	FW3077 11TNWNL	25125 D2
1	Randell Refrigerator	40048	PJ77681126
1	Randell Deli-Bar	9045KAM	T000039812

Exhibit A-1

NEW HAMPSHIRE HOSPITAL REFRIGERATION EQUIPMENT

1	Hobart Reach-In Refrigerator	DA-2	321055546
1	True Freezer Single door	T-23F	1-4562293
1	Walk-In Freezer, Heat Craft	LET06587	D97K01921
1	Walk-In Cooler Heat Craft	AA28-76B	G970723-118
1	Hoshizaki Ice Maker	DCM-241U	H2



### Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, General Provisions, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures based on a rate of eighty dollars (\$80.00) per hour for work completed during normal business hours, and one hundred twenty dollars (\$120.00) per hour for work completed outside of normal business hours.
3. Payment for services shall be made as follows:
  - 3.1. The Contractor must submit invoices for reimbursement for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate and correct invoice for Contractor services provided pursuant to this Agreement.
  - 3.2. The invoices must:
    - 3.2.1 Clearly identify the amount requested, service location and services performed during that period;
    - 3.2.2 Include a detailed account of the work performed;
    - 3.2.3 Separately identify any work and amounts attributed to the work performed.
  - 3.3. Invoices identified in Sections 3.1 and 3.2 must be submitted to:

New Hampshire Hospital  
Financial Services  
36 Clinton Street  
Concord, NH 03301



### SPECIAL PROVISIONS

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 1.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 1.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 1.3. Monitor the subcontractor's performance on an ongoing basis
- 1.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed.
- 1.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

### **DEFINITIONS**

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

*[Handwritten Signature]*

New Hampshire Department of Health and Human Services  
Exhibit C



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**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Handwritten initials, possibly "S" or "D", written in a circle.





REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
3. The Department reserves the right to renew the contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;


- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

6/21  
Date

  
Name: \_\_\_\_\_  
Title: Craig Bland  
manager



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RESERVED

New Hampshire Department of Health and Human Services  
Exhibit F



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RESERVED



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

Date

Name:  
Title:

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

Contractor Initials



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RESERVED



New Hampshire Department of Health and Human Services  
Exhibit I



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RESERVED



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