

163 QB

MAY 22 '13 AM 10:11



# New Hampshire Veterans



## Home

Margaret D. LaBrecque  
Commandant

139 Winter Street  
Tilton, NH 03276-0229

Phone: (603) 527-4400  
Fax : (603) 527-4402

May 20, 2013

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the New Hampshire Veterans Home to enter into a contract with Daniels Equipment Co. Inc, 45 Priscilla Lane, Auburn NH 03032, (Vendor # 155031), in the amount of \$50,400, for the sole purpose of providing Ozone Laundry Washing System and Preventative Maintenance for the New Hampshire Veterans Home effective July 1, 2013 through June 30, 2016.

Funding source is 100% General Funds.

Funding is available in 05-43-43-430010-5358, New Hampshire Veterans Home, Custodial Services, in FY14 as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2014</u>	<u>FY2015</u>	<u>FY2016</u>
048-500226 Bldg & Grds Cont. Maint	\$ 16,800.00	\$ 16,800.00	\$ 16,800.00

### EXPLANATION

This contract provides for Ozone Laundry Washing System and Preventative Maintenance at the New Hampshire Veterans Home. In April 2013, the New Hampshire Veterans Home advertised for bids on the New Hampshire Veterans Home web site as well as the State of NH, Purchase and Property web site for ozone Laundry Washing System and Preventative Maintenance services. One vendor responded to the proposal, Daniels Equipment Co. Inc., which is the Home current provider.

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

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

Respectfully Submitted,

*Margaret D LaBrecque*

Margaret D. LaBrecque  
Commandant

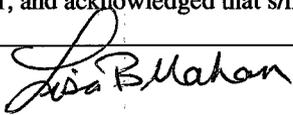
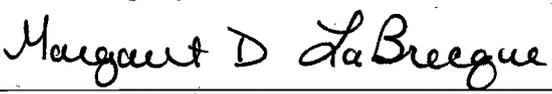
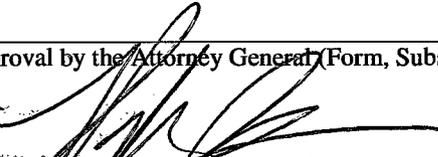
Subject: Provide Ozone Laundry Washing System and Preventative Maintenance FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Veterans Home		1.2 State Agency Address 139 Winter Street, Tilton NH 03276	
1.3 Contractor Name Daniels Equipment Co., Inc.		1.4 Contractor Address 45 Priscilla Lane, Auburn NH 03032	
1.5 Contractor Phone Number 603-641-9487	1.6 Account Number 05-43-430010-5358-500226	1.7 Completion Date June 30, 2016	1.8 Price Limitation 50,400
1.9 Contracting Officer for State Agency Margaret D. LaBrecque		1.10 State Agency Telephone Number 603-527-4840	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ralph Daniels; President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>5-9-13</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 <b>LISA B. MAHAN, Notary Public</b> My Commission Expires July 16, 2013			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Margaret D. LaBrecque, Commandant	
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) By:  On: <u>5/16/13</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials   
Date 5-9-13

## 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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**

**A. Scope Of Services:**

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

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

Scope of service and Minimum Specifications

1.1 Quality Assurance

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

1.2 Maintenance

A. Emergency and Repair Service

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

1.3 Service Agreement

A. Service Agreement Plan includes:

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

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

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

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

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

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

1.4 System Description:

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

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

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

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

9. The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.
10. The Contractor shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
11. The Contractor shall bear all losses resulting to him or to the NHVH on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
12. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.
13. The NHVH reserves the right to terminate this contract at any given time with a 30 day written notice.
14. The term of the contract shall be effective upon Governor and Executive Council Approval through June 30, 2016. At the completion, this contract may be extended for a period of two (2) years upon written request of the Contractor and approval by the NHVH with further approval of the Governor and Executive Council.

**EXHIBIT B  
BUDGET**

**A. Year One (G&C approval to June 30, 2014)**

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

**B. Year Two (July 1, 2014 to June 30, 2015)**

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

**C. Year Three (July 1, 2015 to June 30, 2016)**

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

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

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

A. Invoicing:

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

B. Payment:

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

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

C. Other:

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

NH Veterans Home  
139 Winter Street  
Tilton, NH 03276

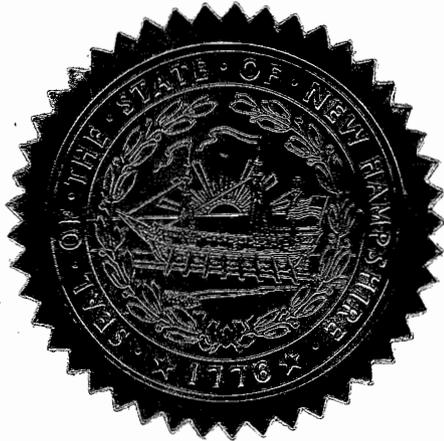
**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special Provisions

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DANIELS EQUIPMENT COMPANY, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on November 19, 1976. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21<sup>st</sup> day of March, A.D. 2013

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

William M. Gardner  
Secretary of State

Certificate of Authority

April 26, 2013

June Gilbert  
RE: Proposal # RFP-2013-06  
For: New Hampshire Veterans Home  
139 Winter Street  
Tilton, NH 03276

To Whom it May Concern:

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

Thank you,



Lisa Mahan  
Sales Coordinator/ Notary Public

**LISA B. MAHAN, Notary Public**  
**My Commission Expires July 16, 2013**

Notarized:

*Serving the Northeast since 1973*

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/25/2013

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

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

PRODUCER The Coffey Insurance Agency 2 Wellman Avenue Suite 320 Nashua NH 03064-1463	CONTACT NAME: Sandy English	
	PHONE (A/C, No, Ext): (603) 883-6600 FAX (A/C, No): (603) 882-0091	
	E-MAIL ADDRESS: SENGLISH@COFFEYINS.COM	
INSURED Daniels Equipment Inc 45 Priscilla Lane Auburn NH 03032-3724	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: HANOVER INSURANCE	25984
	INSURER B: ARBELLA	22292
	INSURER C: UTICA	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ARB9876L	03/20/2013	03/20/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AWV9888219	03/20/2013	03/20/2014	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 type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			ARB9876U	03/20/2013	03/20/2014	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4136152	06/19/2012	06/19/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>HIRED PHYSICAL DAMAGE</b>			AWV9888219	03/20/2013	03/20/2014	COMPREHENSIVE 500 COLLISION 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
DISTRIBUTOR/SERVICE AND REPAIR OF LAUNDRY EQUIPMENT

CERTIFICATE HOLDER CANCELLATION AI 015132

NEW HAMPSHIRE VETERANS HOME 139 WINTER STREET TILTON NH 03276-	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 

Fax: ( ) -

© 1988-2010 ACORD CORPORATION. All rights reserved.