



21
MAP

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

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

August 27, 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, Division of Public Health Services, to amend an existing equipment rental agreement with W.D. Matthews Machinery Co. (VC#173991), Auburn, ME, for one (1) forklift for the storage and distribution of COVID-19 personal protective equipment to support the Department's warehouse operations, by exercising a contract renewal option by increasing the price limitation by \$10,668 from \$10,668 to \$21,336 and by extending the completion date from September 30, 2021 to September 30, 2022, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by the Governor on November 15, 2020, and presented to the Executive Council on December 2, 2020 (Informational Item #F).

Funds are available in the following account for State Fiscal Years 2022 and 2023, 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.

05-95-095-950010-1919 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, HHS: OFFICE OF THE COMMISSIONER, COMMISSIONERS OFFICE, COVID19 FEMA DHHS

| State Fiscal Year | Class / Account | Class Title | Job Number | Current Budget | Increased (Decreased) Amount | Revised Budget |
|-------------------|-----------------|-----------------------|--------------|-----------------|------------------------------|-----------------|
| 2021 | 103-502507 | Contracts for Opr Svc | 95010699 | \$8,001 | \$0 | \$8,001 |
| 2022 | 103-502507 | Contracts for Opr Svc | 95010699 | \$2,667 | \$8,001 | \$10,668 |
| 2023 | 103-502507 | Contracts for Opr Svc | 95010699 | \$0 | \$2,667 | \$2,667 |
| | | | Total | \$10,668 | \$10,668 | \$21,336 |

EXPLANATION

The purpose of this request is to continue to rent one (1) electric forklift to support warehouse operations, including storage and distribution of COVID-19 personal protective equipment, during ongoing response to COVID-19.

The number of healthcare workers, first responders, and other services providers who will receive PPE from the warehouse between October 1, 2021, and September 30, 2022, depends on the trajectory of the COVID-19 pandemic.

The Contractor will be responsible for the repair or replacement if the equipment breaks and/or malfunctions; and perform routine maintenance every 400 hours and/or emergency maintenance or repair to the equipment at the Department's warehouse.

As referenced in Section 1: General Conditions, Subsection 1.3 of the original agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) years available.

Should the Governor and Council not authorize this request, the Department will not have an electric forklift to support the warehouse operations, which would impact the ability to store and distribute COVID-19 personal protective equipment critical to preventing the spread of COVID-19 among of healthcare workers, first responders, and other services providers.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #97.036, FAIN #4516DRNHP00000001

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Equipment Rental Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and W.D. Matthews Machinery Co. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on November 15, 2020, as presented to the Executive Council on December 2, 2020 (Informational Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Section 1: General Conditions, Subsection 1.3 the Agreement may be amended upon written agreement of the parties and required governmental approval; and

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

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

1. Modify Section 1: General Conditions, Subsection 1.1., to read:
 - 1.1. Notwithstanding any provision of this Agreement to the contrary, and subject to appropriate State approval, this Agreement, and all obligations of the parties hereunder, shall become effective 10/1/20 ("Effective Date") and shall end on 9/30/22 ("Completion Date"). If the provision of services by the Contractor precedes the Effective date, all services performed by the Contractor shall be performed at the sole risk of the Contractor and in the event that this Agreement does not become effective, DHHS shall be under no obligation to pay the Contractor for costs incurred or services performed.
2. Modify Exhibit A, Payment Terms, Section 2., to read:
 2. Payment shall be as specified below:

| Description | Leased Price per Month | Number of Months | Total Price Limitation |
|---------------------------|------------------------|------------------|------------------------|
| One (1) Electric Forklift | \$889.00 | 24 | \$21,336.00 |

9/14/21

All terms and conditions of the Agreement not modified by this Amendment remain in full force and effect. 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

8/25/2021

Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Director

W.D. Matthews Machinery Co.

8/25/21

Date

[Signature]
Name: *Rene MGR.*
Title: *R.MARSTONE WDMATTHEWS.COM*

[Signature]
9/16/21

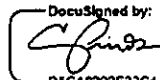
The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

8/30/2021

Date

DocuSigned by:



D5CAB202F32C44E

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:

State of New Hampshire

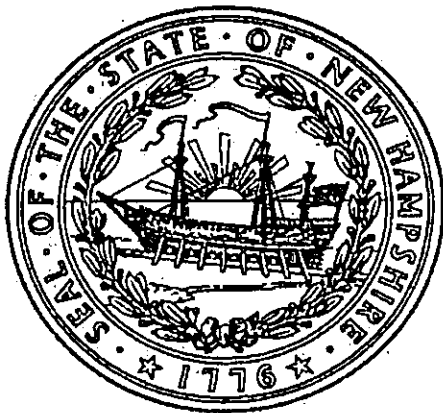
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that W. D. MATTHEWS MACHINERY CO. is a Maine Profit Corporation registered to transact business in New Hampshire on March 29, 1965. 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: 2441

Certificate Number: 0005426571



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of August A.D. 2021.

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

William M. Gardner
Secretary of State



**WD
MATTHEWS**
MACHINERY
COMPANY

901 Center St.
Auburn, ME 04210
207-784-9311

309 Sheep Davis Rd
Concord, NH 03301
603-225-1171

297 Hartford Pike
Shrewsbury, MA 01545
508-798-3411

Date: 09/16/2021

Dear Ms. Provost,

I am sending this letter to inform you that the Certificate of Authority, attached, is still effective at this date and there have been no changes since its inception. Should you have any other questions, please feel free to contact me. My contact information is below.


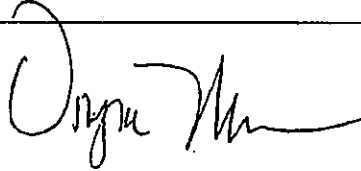

Best regards,

Bryan Bilodeau
Chief Financial Officer
W. D. Matthews Machinery Co.
901 Center St.
Auburn, Me 04210
(207)-344-0402
bbilodeau@wdmatthews.com

Certificate of Authority

I, Scott B Plummer, hereby certify that I am a duly elected President of W D MATTHEWS MACHINERY CO, a for profit corporation organized and existing pursuant to the laws of the State of Maine and having its principal place of business at Auburn, Maine ("Corporation").

I have reviewed the minutes of the Board of Directors of the Corporation, its policies, procedures and/or records. I hereby certify that effective 04/07/2020, pursuant to that review that each of the following officers have been named a duly Authorized Representative of the Corporation with full authority in his or her sole discretion to unilaterally exercise any power or discretion retained by the Corporation under all agreements with KeyBank National Association's Key Private Bank unit ("KPB").

| <u>NAME, Title and Mailing Address</u> | <u>Telephone # and Ext.</u> | <u>SPECIMEN SIGNATURE</u> |
|---|-----------------------------|--|
| SCOTT B PLUMMER, PRESIDENT 866 UPPER ST TURNER, ME 04282-3824 | Business: 207-784-9311 |  |
| | Cell: 207-557-8496 | |
| | Home: 207-225-3331 | |
| VIRGINIA N PLUMMER, TREASURER 866 UPPER ST TURNER, ME 04282-3824 | Business: 207-784-9311 |  |
| | Cell: 207-557-8222 | |
| | Home: 207-225-3331 | |
| BRYAN BILODEAU, CHIEF FINANCIAL OFFICER | Business: 207-344-0402 |  |
| | Cell: 207-233-2865 | |
| | Home: | |

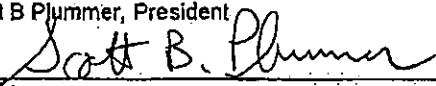
This certification supersedes previous certifications of authority with respect to the management of all accounts with KPB.

All authorizations shall remain in effect until they are revoked or superseded; any such action shall be certified by a duly elected Officer of the Corporation in writing.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this corporation this

W. D. Matthews Machinery Co

Scott B Plummer, President


Signature

Note: an officer cannot certify his or her own authority unless he/she is the sole owner.

Certificate of Authority

When Key deals with an entity with "Board" governance, it is critical to document the identity of the Board's designated agent(s) and how the agent was named.

At account opening, or when there are changes to the designated agent(s) of an existing account, this form or comparable documentation must be supplied by the client.

How to Complete:

Name of President, Vice President or Secretary of the Corporation/Association/Foundation completing the form

Name of the Corporation/Association/Foundation

State of Incorporation of the Company

Principal place of business of the Company

Effective date that the officer completing this form (President, Vice President or Secretary) has certified that they have reviewed the records of the Corporation/Association/Foundation, and that the list of individuals provided below have been named a duly Authorized Representative of the Corporation with full authority to exercise any power or discretion retained by the Corporation under all agreements with KeyBank National Association's Private Bank unit ("KPB").

Provide the Name, Title, mailing address (to be used for statements if other than the address of the Company) and business telephone number (and extension # if applicable) for each authorized individual

Specimen Signature of each authorized individual

Indicate whether this Certificate of Authority:

Supersedes (used for a new account; or will replace the existing authorization for an existing account)

OR

Supplements (used to "add" a new, additional authorized individual to the existing Certificate of Authority)

Date of the execution of this document

Name and Title of the Officer who has completed this document



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2021

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

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

| | | |
|--|--|------------------------------------|
| PRODUCER Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481 | CONTACT NAME: Sentry Customer Service | |
| | PHONE (A/C No. Ext): 800-473-6879 | FAX (A/C No.): 800-514-7191 |
| EMAIL ADDRESS: businessproducts_direct@sentry.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Sentry Select Insurance Company | | 21180 |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES CERTIFICATE NUMBER: 2251906 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 |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | X | | 2514104008 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 2514104001 | 07/01/2021 | 07/01/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | 2514104011 | 07/01/2021 | 07/01/2022 | EACH OCCURRENCE \$ 5,000,000 |
| | DED RETENTION \$ | | | | | | AGGREGATE \$ 15,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 15,000,000 |
| | | | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 2514104010 | 07/01/2021 | 07/01/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| | |
|--|--|
| CERTIFICATE HOLDER State of New Hampshire Dept. of Health and Human Services 129 Pleasant St Concord, NH 03301-3852 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

F mac



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

Lori A. Shibleyette
Commissioner

Lisa M. Morris
Director

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

November 6, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, and 2020-21, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive** equipment rental agreement with W.D. Matthews (VC#173991), Auburn, ME, in the amount of \$10,668 for the provision of one (1) forklift for the storage and distribution of COVID-19 personal protective equipment (PPE) to support the Department's warehouse operations and ongoing response to the COVID-19 pandemic, with the option to renew for up to one (1) additional year, effective retroactive to October 1, 2020, through September 30, 2021. 25% General Funds. 75% Other Funds.

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in 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.

05-96-095-950010-19190000 Health and Social Services; Dept of Health and Human Services; DHHS: Office of the Commissioner; COVID19 FEMA DHHS

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|-------------------|-----------------|------------------------|--------------|-----------------|
| 2021 | 103-502507 | Contracts for Prog Svc | 95010899 | \$8,001 |
| 2022 | 103-502507 | Contracts for Prog Svc | 95010899 | \$2,667 |
| | | | Total | \$10,668 |

EXPLANATION

This equipment rental agreement is **Retroactive** because the review and approval process took longer than anticipated. Additionally, the Department, in the interest of the public's health and safety, needed the Contractor to quickly provide the forklift to utilize additional racking and maximize personal protective equipment (PPE) storage at the Department's warehouse during the ongoing COVID-19 pandemic.

The purpose of this equipment rental agreement is to rent one (1) electric forklift to support warehouse operations, including storage and distribution of COVID-19 PPE, during ongoing response to COVID-19.

The number of healthcare workers, first responders, and other services providers who will receive PPE from the warehouse between October 1, 2020, and September 30, 2021, depends on the trajectory of the COVID-19 pandemic.

In addition to providing the equipment, the Contractor will be responsible for the repair or replacement if the equipment breaks and/or malfunctions; and perform routine maintenance every 400 hours and/or emergency maintenance or repair to the equipment at the Department's warehouse.

The Department selected the Contractor through a competitive bid process using a Request for Quotations (RFQ) that was posted on the Department of Administrative Service's website from 7/16/2020 through 7/27/2020. The Department received responses from three (3) vendors. The bidding summary is attached.

As referenced in Section 1: General Conditions, Subsection 1.3 of the attached equipment rental agreement, the parties have the option to extend the agreement for up one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and appropriate State approval.

Area served: Statewide

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

| | | | | | | | |
|-----------------|-----|---|-------------------------|--------------|-------------------|---|--|
| Bid Description | | Dock-to-Stock Stand-Up Rider Electric Forklift - 3,000 Lb | | Agency: | | Department of Health and Human Services | |
| Bid # | | RFQ | | | | | |
| Agent Name | | Liz Moskolenko | | Date: | | 8/3/2020 | |
| Quantity | UOM | Product Description | WD Mathews Machinery Co | Nitco LLC | Crown Lift Trucks | | |
| 1 | ea | Dock-to-Stock Stand-Up Rider Electric Forklift - 3,000 Lb | \$ 10,788.00 | \$ 14,088.00 | \$ 15,918.60 | | |
| AWARD | | | | | | | |



**NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
EQUIPMENT RENTAL AGREEMENT**

This Agreement is made between the New Hampshire Department of Health and Human Services (hereinafter referred to as "DHHS") and WD Matthews (hereinafter referred to as "Contractor"). Pursuant to the Terms of this Agreement, the Contractor hereby agrees to perform any required services in conformance with and to rent the equipment identified in Section 2: Scope of Services, to support the Department in warehouse operations and management of supplies and equipment.

SECTION 1: GENERAL CONDITIONS

- 1.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17, and 2020-18, of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective 10/1/20 ("Effective Date") and shall end on 9/30/21 ("Completion Date"). If the provision of services by the Contractor precedes the Effective date, all services performed by the Contractor shall be performed at the sole risk of the Contractor and in the event that this Agreement does not become effective, the DHHS shall be under no obligation to pay the Contractor for costs incurred or services performed.
- 1.2 Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source in the event funds for this Agreement are reduced or unavailable.
- 1.3 The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and required governmental approval.
- 1.4 The Contractor shall not be allowed to assign or subcontract any portion of this Agreement without the express written permission of DHHS.
- 1.5 The Contractor shall be compensated at the rates set forth in Exhibit A.

- 1.6 The Contractor shall only be compensated for performance delivered in accordance with the specific terms and conditions and the payment mechanism described in this Agreement.
- 1.7 The Contractor shall, at its sole expense, obtain and maintain in force, the following insurance:



- 1.7.1 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;
- 1.7.2 Worker's Compensation coverage in conformance with the requirements of N.H.R.S.A chapter 281-A.
- 1.7.3 The policies described in this section 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. The Contractor shall furnish to DHHS a 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 state may allow for expiration of the required insurance provided that no work be performed under the Agreement during any period of non-coverage. The certificate(s) of insurance and any renewals thereof shall specify that the "State of New Hampshire is additional insured with respect to comprehensive general liability." Said certificates shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide DHHS no less than thirty (30) days prior written notice of cancellation or modification of the policy.
- 1.8 The Contractor shall defend, indemnify and hold harmless DHHS and the State of New Hampshire (collectively referred to as 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 shall survive the termination of this Agreement.
- 1.9 The Contractor shall be responsible for all federal, State or local taxes, fees registrations, permits, insurance, or approvals and shall not be entitled to any rebate or pro-rata exemption for use of equipment by the State.
- 1.10 DHHS may terminate or suspend this Agreement for its convenience at any time without penalty, and for cause if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation of this Agreement.

SECTION 2: SCOPE OF SERVICES

- 2.1 The Contractor shall lease one (1) electric forklift ("equipment") to DHHS. At the minimum, the equipment shall have:
 - 2.1.3 Alternating Current power
 - ~~2.1.4 Charger and other charger equipment~~
 - 2.1.5 Minimum 3,000 pound lift capacity
 - 2.1.6 Ability to navigate in 134" aisles
 - 2.1.7 Standard steering
 - 2.1.8 Ability to stack on racking (1 pallet at ground level, 2 pallets above)

**New Hampshire Department of Health and Human Services
Equipment Rental Agreement #RFQ-2021-OCOM-01-WAREH-01**



- 2.1.9 Height below 90" to be able to maneuver down a docking ramp into a tracker trailer box trailer
- 2.2 The Contractor shall deliver the equipment to the DHHS warehouse (19 Terrill Park Drive, Concord, NH 03301) no later than October 6, 2020.
- 2.3 The Contractor shall provide one (1) onsite equipment training for up to eight (8) individuals, including National Guard members and DHHS staff, no later than October 1, 2020.
- 2.4 DHHS shall have the right to inspect all equipment rented under this Agreement and shall have the right to reject any equipment which DHHS deems to be unsuitable for warehouse operations.
- 2.5 The Contractor warrants that all equipment to be rented under this Agreement is in good working condition and that Contractor has maintained all applicable certifications, registrations, calibrations, inspections, and insurance.
- 2.6 By executing this Agreement, the Contractor acknowledges that it and any and all employees and operators which may be furnished under this Agreement are not employees of the State for any purpose whatsoever. The Contractor shall utilize its own equipment and labor and is responsible for all expenses necessary to perform its obligations under this Agreement. Contractor shall be solely responsible for making payment of all state and federal income taxes, unemployment insurance premiums, workers' compensation premiums, withholdings, and social security taxes for itself and its employees, laborers, material men, and/or agents. The Contractor acknowledges that it and its employees/operators are not eligible for, and shall not participate in, any employee pension, health or other fringe benefits plan provided to the State's employees. It is agreed to and understood that the DHHS is free to contract with other entities to provide the same or similar services during the term of this Agreement.
- 2.7 Damage and/or injury caused by any malfunction of the Contractor's equipment is hereby assumed by the Contractor. Claims for damage caused to rented equipment, caused by DHHS not covered by policies of insurance procured pursuant to Subsection 1.7 of this Agreement, shall be submitted to the Commissioner of the Department of Health and Human Services and will be processed as defined in NH RSA 228:29 and NH RSA 541-B.
- 2.8 The Contractor agrees to be responsible for the repair or replacement if the equipment breaks and/or malfunctions.
- 2.9 The Contractor shall perform routine maintenance every 400 hours and/or emergency maintenance or repair to the equipment at the DHHS warehouse. All routine and emergency maintenance is included in the price of this Agreement and will be provided at no additional cost to the Department.
- 2.9.3 The Contractor shall notify the Department at least ten (10) business days prior to performing maintenance of equipment.
-
- 2.10 The Contractor shall be liable to clean up and remove any and all fluids, debris, spills, etc., that result from any breakdown or repair work. All spills shall be reported to the DHHS. If a release or spill is a reportable condition to the Department of Environmental Service (DES), the Contractor is required to notify DES and perform any necessary remediation to satisfy all applicable state and federal regulations, at the Contractor's sole expense.



2.11 The Contractor shall pick up the equipment after the Completion Date at the Contractor's sole expense.

SECTION 3: MISCELLANEOUS

- 3.1 The Contractor shall comply with all applicable Federal, State and local laws, regulations and provisions.
- 3.2 No failure by the State to enforce any provisions hereof shall be deemed a waiver of its rights under this Agreement.
- 3.3 This Agreement may be amended, waived or discharged (except for expiration of the term) only by an instrument in writing signed by the parties.
- 3.4 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 parties hereto do not intend to benefit any third parties, and this Agreement shall not be construed to confer any such benefit.
- 3.5 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.
- 3.6 This Agreement shall take precedence over any existing agreement between the State and Contractor for the rental of the specified Winter Maintenance Equipment.

New Hampshire Department of
Health and Human Services

WD Matthews

Lori Shubinette
Signature

Scott B. Plummer
Signature

By: Lori Shubinette
(Print name)

By: Scott B. Plummer
(Print name)

Title: Commissioner

Title: President

Date: 10.19.2020

901 Center Street
Street Address

Auburn Maine
City, State, Zip Code

207-344-0407
Telephone Number

S.Plummer@WDMattews.com
Email Address

**New Hampshire Department of Health and Human Services
Equipment Rental Agreement #RFQ-2021-OCOM-01-WAREH-01**



173991
Vendor #

10-5-20
Date



EXHIBIT A
Payment Terms

1. For the purposes of this Agreement:
 - 1.1. The Contractor is a contractor, in accordance with 2 CFR 200.0. et seq.
 - 1.2. This Contract is NON-R&D, in accordance with 2 CFR §200.87.
2. Payment shall be as specified below:

| Description | Leased Price per Month | Number of Months | Total Price Limitation |
|---------------------------|------------------------|------------------|------------------------|
| One (1) Electric Forklift | \$889.00 | 12 | \$10,668.00 |

3. The total price limitation is inclusive of all delivery, equipment, and routine and emergency maintenance costs.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to beth.kelly@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human
Services 129 Pleasant Street
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Section 1: General Conditions, Subsection 1.2 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Section 1: General Provisions, Subsection 1.1 of this Agreement.
8. The Contractor must provide the services in Section 2: Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of this Agreement.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and



conditions of this Agreement.

11. Changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining appropriate State approval, if needed and justified.
12. Audits
 - 12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
 - 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Equipment Rental Agreement #RFQ-2021-OCOM-01-WAREH-01



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

OFFICE OF THE ATTORNEY GENERAL

10/22/2020
Date

Takhmina Rakhmatova
Name: Takhmina Rakhmatova
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title: