



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION**

P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 603-271-5639  
TDD Access: 1-800-735-2964

**William L. Wrenn  
Commissioner**  
**Bob Mullen  
Director**

44  
[Signature]

July 9, 2013

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

*Retroactive*

**REQUESTED ACTION**

Authorize the New Hampshire Department of Corrections to enter into a **retroactive** contract with Hodges Thermal Design, LLC (VC # 165311), P.O. Box 2346, Concord, NH 03302 in the amount of \$55,805.00 to provide Refrigeration Maintenance and Repair services for the NH Department of Corrections from July 1, 2013 through June 30, 2015 effective upon Governor and Executive Council approval with the option to renew for one (1) additional period of up to two (2) year(s). 100% General Funds

Funding for this contract is available in the following accounts with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified.

Hodges Thermal Design, LLC

Account	Description	SFY 2014	SFY 2015
02-46-46-463010-7103-048-0226	NH State Prison for Men (NH SP-M) - Kitchen	6,000.00	6,000.00
02-46-46-463010-7103-024-0225	NH State Prison for Men (NH SP-M) - Kitchen	5,560.00	5,560.00
02-46-46-466010-7111-048-0226	NH State Prison for Women (NHSP-W)	7,432.00	7,433.00
02-46-46-463010-7108-024-0225	NH State Prison Warehouse	3,110.00	3,110.00
02-46-46-464510-7107-048-0226	North End House	1,700.00	1,700.00
02-46-46-464510-5172-048-0226	Shea Farm	2,000.00	2,000.00
02-46-46-464510-5172-024-0225	Shea Farm	400.00	400.00
02-46-46-464510-7874-024-0225	Calumet	1,300.00	1,300.00
02-46-46-464510-7106-048-0226	Minimum Security Unit	400.00	400.00
		27,902.00	27,903.00

Total Contract Amount: \$55,805.00

## EXPLANATION

This contract is **retroactive** due to contract administrative delays due to high year end volume work load.

This contract is for the maintenance and repair of refrigeration equipment for the NH State Prison for Men (NHSP-M), NH State Prison Warehouse, NH State Prison for Women (NHSP-W) and the following Community Corrections locations: North End House, Shea Farm, Calumet House and the Minimum Security Unit.

The RFP was posted on the New Hampshire Department of Corrections website: <http://www.nh.gov.nhdoc/business/rfp.html> for five (5) consecutive weeks and notified four (4) potential vendors of the RFP posting. As a result of the issuance of the RFP, one (1) potential vendor responded, the incumbent, by submitting their proposal. In accordance to the Terms and Conditions of the RFP, the New Hampshire Department of Corrections awarded the contract to the only bidder, in the amount of \$55,805.00, to Hodges Thermal Design, LLC.

This RFP was scored utilizing a consensus methodology by a three (3) person evaluation committee for the purposes of preserving the privacy of the evaluators. The evaluation committee consisted of New Hampshire Department of Corrections employees: Jon Hanson, Administrator of Bureau of Logistical Services; Corey Martin, Maintenance Technician of Bureau of Logistical Services and Richard Morrill, Plant Maintenance Engineer IV of Bureau of Logistical Services.

Respectfully Submitted,



William L. Wrenn  
Commissioner



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**Refrigeration Services**  
**RFP Bid Evaluation and Summary**  
**NHDOC 13-05-GFMAINT**

Proposal Receipt and Review:

- Proposals will be reviewed to initially determine if minimum submission requirements have been met. The review will verify that the proposal was received before the date and time specified, with the correct number of copies, the presence of all required signatures, and that the proposal is sufficiently responsive to the needs outlined in the RFP to permit a complete evaluation. Failure to meet minimum submission requirements will result in the proposal being rejected and not included in the evaluation process.
- The Department will select a group of personnel to act as an evaluation team. Upon receipt, the proposal information will be disclosed to the evaluation committee members only. The proposal will not be publicly opened.
- The Department reserves the right to waive any irregularities, minor deficiencies and informalities that it considers not material to the proposal.
- The Department may cancel the procurement and make no award, if that is determined to be in the State's best interest.

Proposal Evaluation Criteria:

- Proposals will be evaluated based upon the proven ability of the respondent to satisfy the requirements of this request in the most cost-effective manner. Specific criteria are:
  - a. Total Estimated Cost – 60 points
  - b. Organizational Resources and Capability – 30 points
  - c. Financial Stability – 5 points
  - d. Qualitative References – 5 points
- Awards will be made to the responsive Vendor(s) whose proposals are deemed to be the most advantageous to the State, taking into consideration all evaluation factors in section 34 of NHDOC 13-05-GFMAINT RFP.
  - a. The contract will be awarded to the Bidder submitting the lowest total cost to the State based upon the New Hampshire Department of Corrections estimated volume as long as the Vendor's Total Estimated Cost, Organizational Resources and Capability, Financial Stability and Qualitative References are acceptable to the Department.

Evaluation Team Members:

- a. Jon Hanson, Administrator of Bureau of Logistical Services, NH Department of Corrections
- b. Corey Martin, Maintenance Technician of Bureau of Logistical Services, NH Department of Corrections
- c. Richard Morrill, Plant Maintenance Engineer IV of Bureau of Logistical Services, NH Department of Corrections

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Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability



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**Refrigeration Services  
RFP Scoring Matrix  
NHDOC 13-05-GFMAINT**

Respondents:

- Hodges Thermal Design, LLC, P.O. Box 2346, Concord, NH 03302

Scoring Matrix Criteria:

- Proposals were evaluated based on the proven ability of the respondents to satisfy the provisions set forth in the Scope of Services in the most cost-effective manner.
  1. Total Estimated Cost – 60 points
  2. Organizational Resources and Capability – 30 points
  3. Financial Stability – 5 points
  4. Qualitative References – 5 points

<b>NHDOC 13-05-GFMAINT RFP Scoring Matrix</b>		
<i>Evaluation Criteria</i>	<i>RFP Weight Point Value</i>	Hodges Thermal Design, LLC P.O. Box 2346, Concord, NH 03302
Total Estimated Cost	60	60
Organizational Resources and Capability	30	29
Financial Stability	5	5
Qualitative References	5	5
<b>Total</b>	<b>100</b>	<b>99</b>

Contract Award:

- Hodges Thermal Design, LLC, P.O. Box 2346, Concord, NH 03302

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**Refrigeration Services  
RFP Evaluation Committee Member Qualifications  
NHDOC 13-05-GFMAINT**

**Jonathan K. Hanson, Administrator of Logistics, Bureau of Logistics:**

Mr. Hanson has served as the Administrator of Logistics of the Bureau of Logistics, Division of Administration since 2010. Mr. Hanson previously served as an Administrator and Program Specialist in multiple capacities at the NH Department of Transportation from 1995 to 2010 and was the former Director of Administration of a major New England area Heavy/Highway Construction, Paving and Aggregate Crushing and Supply Company from 1984 to 1995. Mr. Hanson was the chief contractor and union liaison as well as a registered lobbyist for the Associated General Contractors from 1981 to 1984. Mr. Hanson holds an Associates Degree in Business Management and a Bachelors Degree in Business Administration from the University of New Hampshire and also holds numerous certificates in the construction trades, safety and environmental regulations.

**Corey Martin, Maintenance Technician, Bureau of Logistics:**

Mr. Martin has served as a Maintenance Technician of the Bureau of Logistics, Division of Administration since 2005 with primary duties to perform or supervise the technical maintenance and repair of building systems such as heating, air-conditioning, refrigeration, ventilation or general building maintenance for the NH State Prison for Men (NHSP-M) and NH State Prison Warehouse, Concord, NH. Mr. Martin is a licensed Master Plumber and holds a Federal HVAC certification and Gas Fitters License and is a retired United States Air Force military service man with over twenty years of experience in military, residential and commercial settings. Mr. Martin studied Water Treatment, Engineering from the Junior College Air Force (Community College of the Air Force).

**Richard L. Morrill III, Plant Maintenance Engineer IV, Bureau of Logistics:**

Mr. Morrill has served as the Plant Maintenance Engineer IV of the Bureau of Logistics, Division of Administration since 1994 with primary duties to supervise and coordinate the work of Building Maintenance Supervisors, Maintenance Mechanics and subordinate Plant Maintenance Engineers as well as various trade foremen performing maintenance and repairs for the Northern Correctional Facility (NCF), Berlin, NH. Mr. Morrill is a licensed Master Electrician and holds a Class A & B Operator Underground Storage Tank certification through the State of NH Department Environmental Services (NHDES) and has twenty-eight years of military service experience in the United States Army Reserves. In addition, Mr. Morrill has worked as an electrician with seven years of experience in residential, commercial and industrial settings.

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Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

*State of NH, Department of Corrections  
Division of Administration, Bureau of Logistics*

*RFP 13-05-GFMAINT, closing date: 5/17/2013*



**STATE OF NEW HAMPSHIRE  
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**Bob Mullen  
Director**

**Refrigeration Repair and Maintenance Services  
Bidders List  
NHDOC 13-05-GFMAINT**

**ACCU Temp Services, Inc.**  
762 East Conway Road  
Center Conway, NH 03813  
Paul Fornier, Owner  
(P) 603-356-2906  
<http://www.accutempservicesinc.com>

**Advanced Refrigeration & Air Conditioning Company**  
78 Londonderry Turnpike  
Building E  
Hooksett, NH 03106  
Richard McFarland, Owner  
[joem@advancerefrigeration.net](mailto:joem@advancerefrigeration.net)  
(P) 603-325-4307

**Hodges Thermal Design, LLC**  
P.O. Box 2346  
Concord, NH 03302  
Stephen R. Hodges, Owner  
[steve@hodgesthermaldesign.com](mailto:steve@hodgesthermaldesign.com)  
(P) 603-226-4073

**Ray's Electric, Inc.**  
33 Jericho Road  
Berlin, NH 03570  
Denis Binette, Vice President  
[rayelect@ncia.net](mailto:rayelect@ncia.net)  
603-752-1370

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Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

*State of NH, Department of Corrections  
Division of Administration, Bureau of Logistics*

*RFP 13-05-GFMAINT, closing date: 5/17/2013*

Subject:

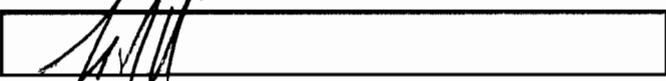
Refrigeration Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address 105 Pleasant Street, Concord, NH 03301	
1.3 Contractor Name Hobbes Therma Design LLC		1.4 Contractor Address PO Box 2346, 2 Two Pine Drive, Concord NH.	
1.5 Contractor Phone Number 603-226-4073	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$ 55,805.00
1.9 Contracting Officer for State Agency William L. Wrenn, Commissioner		1.10 State Agency Telephone Number 603-271-5603	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Stephen R Hobbes - Owner	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>5/14/2013</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]		DEBRA H. GARVIN, Notary Public My Commission Expires February 2, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace DEBRA H. GARVIN			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory William L. Wrenn, Commissioner	
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: <u>W. K. Brown</u> On: <u>7/30/13</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 SRH  
Date 5/14/13

**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

Contractor Initials SRH  
Date 5/17/13

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.

Contractor Initials SPH  
Date 5/14/13

**SECTION B: Scope of Services, Exhibit A**

**1. Purpose:**

The Contractor shall provide refrigeration inspection, maintenance and repair services to the commercial kitchen refrigeration and walk-in freezer equipment and associated devices to include but not limited to, inspections and proactive servicing so as to facilitate proper cooling and freezing temperatures with a minimal downtime for the NH Department of Corrections (NHDOC) facilities/locations as described in the Scope of Services, Section Three, Location of Services, below.

Maintenance and repairs may include, but not be limited to, pneumatic, electronic & digital control systems, if applicable, condenser coils, motors, fans, gaskets, door hinges, refrigerant levels and thermostat and compressor operation.

**2. Terms of Contract:**

Contract(s) awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning July 1, 2013 or upon approval of the Governor and Executive Council (G&C) of the State of New Hampshire whichever is later through June 30, 2015 with an option to renew for one (1) additional period of up to two (2) years only after the approval of the Commissioner of the NH Department of Corrections and the Governor and Executive Council.

**3. Location of Services:**

Northern NH Correctional Facility (NCF), Berlin, NH; Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH; Southern Administrative Locations: NH State Prison – Warehouse, Concord, NH; Community Corrections, Transitional Housing Units (THU): North End House, Shea Farm, Concord, NH and Calumet, Manchester, NH and Community Corrections, Transitional Work Center (TWC): Minimum Security Unit (MSU), Concord, NH which are marked with an “X” below:

<b>Northern Region – Northern NH Correctional Facility</b>			
X	Northern NH Correctional Facility (NCF)	138 East Milan Road	Berlin, NH 03570
<b>Southern Region – Southern NH Correctional Facilities</b>			
X	NH State Prison for Men – (NHSP- M)	281 North State Street	Concord, NH 03301
X	NH State Prison for Women – (NHSP-W)	317 Mast Road	Goffstown, NH 03045
<b>Southern Region – Administrative Locations</b>			
X	NH State Prison Warehouse	3 McGuire Street	Concord, NH 03301
<b>Southern Region – Probation &amp; Parole District Office Location</b>			
<b>Southern Region – NH Community Corrections by Service Locations</b>			
	Transitional Housing Units (THU)		
X	North End House (NEH)	281 North State Street	Concord, NH 03301
X	Shea Farm	60 Iron Works Road	Concord, NH 03301
X	Calumet	126 Lowell Street	Manchester, NH 03104
	Transitional Work Center (TWC)		
X	Minimum Security Unit (MSU)	281 North State Street	Concord, NH 03301

3.2. Partial Proposals for the requested services for the Northern and/or Southern Regional Area shall not be accepted.

3.3. Proposals that reduce the NH Department of Corrections current functions shall not be accepted.

**4. Current Inmate/Patient Population: (NOT APPLICABLE)**

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**5. Specifications for Required Scope of Services:**

- 5.1. **Refrigeration System Inspection, Maintenance and Repair Services:** The Contractor shall provide inspection, maintenance, repair and programming, if applicable, services to include all materials, equipment, parts, labor, overhead, and transportation necessary for the successful completion of the work to be performed under the terms and conditions contained herein for the Refrigeration components and systems at the following locations as identified in the Scope of Services, Section Three (3), Location of Services.
- 5.2.1. Maintenance and repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and in conformance to all applicable laws, codes and regulations.
- 5.2.2. Normal maintenance services shall occur on Monday through Friday between 7:00AM and 3:00PM including holidays (if required).
- 5.2.3. Maintenance services provided on holidays shall require prior approval by the Administrator of Logistics or designee.
- 5.2.4. Holidays shall be based on State of NH designated holidays.
- 5.2.5. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays, via answering service or on-call staff. Answering machines or voice mail shall not be an acceptable form of communication.
- 5.2.6. The Contractor shall respond to the Department via telephone to all service calls within one (1) hour of report of occurrence by the Department. The Contractor shall physically respond to the site within four (4) hours after the report of occurrence and shall complete the work within forty-eight (48) hours of notification.
- 5.2.7. Services shall be performed at a fixed hourly rate, regardless of time of day, including weekends and holidays and shall be paid in increments of fifteen (15) minutes. The fixed rate shall be inclusive of labor and overhead costs. Travel costs, as defined below, shall not be included in the hourly rate.
- 5.2.7.1. Labor costs shall be inclusive of FICA & Social Security taxes, applicable State taxes and medical insurance expenses.
- 5.2.7.2. Travel costs shall consist of travel time, mileage and tolls.
- Travel time shall be computed for each technician/mechanic at the Contractor's per person hourly rate paid in increments of fifteen (15) minutes from the Contractor's home base or last job site, whichever is closest, to the Department's location and return to home base.
  - Mileage expenses shall not include truck fees, vehicle maintenance & repair, insurance and depreciation expenses.
  - Mileage shall be reimbursed at the standard mileage reimbursement rate established by the Internal Revenue Service.
  - Mileage shall be calculated for one vehicle per service location.
  - Mileage and reimbursement rate shall be itemized on Contractor's invoice.
- 5.2.8. The Contractor shall use the Department's stocked parts and/or materials to be used for repairs. If the Department can not provide ready available stocked parts and/or materials, Contractor parts/materials shall be invoiced at a cost of the published manufacture's list price plus a fixed percentage mark up.

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Division of Administration, Bureau of Logistics

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Vendor Initials: 

- 5.3. Emergency/Act of Vandalism Services: The Contractor shall provide “on-call” services for emergency and/or acts of vandalism services.
- 5.3.1. Major “on-call” services for unscheduled, emergency and/or acts of vandalism services shall require an estimate for work to be provided at no charge to the NH Department of Corrections to be approved by the Administrator of Logistics and or designee prior to any work to be performed.
- 5.3.2. If damage to a component and/or part is/are determined by mutual agreement of the NH Department of Corrections and the Contractor is to be an act of vandalism, the following procedures shall apply: The component(s)/part(s) shall be turned in to the Control Room for evidence and shall be accompanied by all information needed for billing the responsible party. Within forty-eight (48) hours a bill shall be faxed to the Administrator of Logistics at (603) 271-6181 with the expected costs related to the vandalism.
- 5.4. Methods for Inspection, Maintenance and Repair: The Contractor shall troubleshoot the system to diagnose the system’s problems.
- 5.4.1. The Contractor shall respond to refrigeration/freezer temperature complaints.
- 5.4.2. The Contractor shall inspect all support structures and provide *Trouble Reports* of potential major maintenance and repair issues to the Administrator of Logistics and or designee.
- 5.4.3. The Contractor shall itemize the required equipment/parts under repair or replacement to be approved by the Administrator of Logistics and or designee prior to any work to be performed.
- 5.4.4. The Contractor shall repair or replace failed or worn moving parts and may include, but not be limited to, filters, belts, drives, bearings, fans, motors, seals, gaskets, gears, sheaves, controls, coils, drain lines, hinges, refrigerant, thermostats and gauges.
- 5.4.5. The Contractor shall not knowingly vent or otherwise dispose of any refrigerant in a manner which would permit their release into the environment. Refrigerants shall be captured and recycled in conformance with all applicable federal, state and local laws and regulations. All personnel assigned to handle, work with or recycle refrigerant shall be certified in compliance with all EPA guidelines and regulations.
- 5.5. Certifications/Licenses: The Contractor shall secure and pay for all permits, inspections and licenses necessary for the execution of work performed as required by State and Federal Law (e.g. NH Gas Fitter’s License for all persons engaged in the installation, servicing and/or repair of gas fired appliances; EPA Certification for CFC (chlorofluorocarbons) Recovery, if applicable).
- 5.6. Qualified Technicians/Personnel: The Contractor shall have in their employ a sufficient number of qualified technicians/personnel to conduct the required scope of service on time as scheduled.
- 5.6.1. Repair/Service Technicians: All technicians assigned to perform work under this contract must have a minimum of five (5) years commercial Refrigeration experience to include servicing coolant, electrical, control and mechanical components and/or equipment.
- 5.7. Documentation and Reporting:
- 5.7.1. Should the Contractor be unable to complete the repair within forty-eight (48) hour time period, the Contractor shall notify the Administrator of Logistics or designee in writing of why the service can not be performed and request an extension of time to complete the required service via a Delayed Repair Report. Examples of valid

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- reasons are (a) parts/materials unavailable with explanation why (b) repair is ongoing and requires additional time to complete.
- 5.7.2. *Delayed Repair Report*: The Contractor shall provide written notification to the Administrator of Logistics or designee and shall include the following pertinent Information: (a) specified time period until repair can be completed (b) devices and how the system is affected (c) reasons for the delay of repair and (d) any other information to justify the request for non-compliance.
- 5.7.3. *Trouble Report*: The Contractor shall provide written documentation to the Administrator of Logistics or designee and shall summarize and identify the devices and/or components of a system that may affect the system's operational integrity. The Contractor must meet with the Administrator of Logistics or designee either in person or via telephone conference call regarding corrective action(s) and resolution upon request.
- 5.7.4. All appropriate records shall be maintained to account for all refrigerants.
- 5.8. **Replacement Parts/Materials:**
- 5.8.1. The Contractor shall use the Department's stocked parts and/or materials to be used for repairs before the Contractor supplied materials/parts are utilized.
- 5.8.2. All used parts/materials remain the property of the NH Department of Corrections.
- 5.8.3. The Contractor shall maintain or have readily available spare parts at the Contractor's cost throughout the duration of the Contract term.
- 5.8.4. The Contractor shall provide only replacement parts that are new and have the same quality and brand name that is being replaced.
- 5.8.5. Substitutions shall be permitted only with prior authorization of the Administrator of Logistics or designee.
- 5.8.6. Upon commencement of a contract, the Contractor shall submit the published manufacturer's price list for parts to the Administrator of Logistics or designee.
- 5.9. **Supervision of Contractor**: All work performed by the Contractor shall be under the supervision of a Department's maintenance employee or designee.
6. **General Service Provisions:**
- 6.1. **NH Department of Corrections Contact**: The Administrator of Logistics or designee shall contact the Contractor when service is needed.
- 6.2. **Contractor Tools and Equipment**: The Contractor must furnish the required tools and equipment inclusive of computer hardware necessary to provide the requested services of the Contract. Any tools, containers and vehicles the Contractor needs to provide the required services must be inventoried before entering and leaving the facility and are subject to search by NH Department of Corrections security staff at any and all times while on NH Department of Corrections facility grounds.
- 6.3. **Rules and Regulations**: The Contractor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 6.4. **Additional Facilities**: Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the Contract. This provision will require Governor and Executive Council approval.
- 6.5. **Contractor Employee Information**: The Contractor shall be responsible for obtaining a criminal background check to include finger printing on all potential employees assigned by the Contractor and/or Subcontractors to provide services to NH Department of Corrections. Upon award of a Contract, the NH Department of Corrections will notify the selected Contractor the procedures to obtain background checks and fingerprinting. Contractor and/or subcontractor employee hiring status shall be contingent upon receipt of a criminal

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background check and fingerprinting report(s), from the NH Department of Safety, and procedural review of said reports by the NH Department of Corrections.

- 6.5.1. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks and fingerprinting reports of all potential Contractor and/or subcontractor employees to determine eligibility status.
- 6.5.2. The NH Department of Corrections will notify the Contractor of any potential Contractor/and or subcontractor employee who does not comply with the criteria identified in Paragraph 6.5.3., below.
- 6.5.3. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provide services;
  - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
  - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Division Director and designee of the NH Department of Corrections;
  - Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
  - Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of NH;
  - Individuals with a history of drug diversion;
  - Individuals who was a former State of NH employee and/or former Contract employee that was dismissed for cause;
  - Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
  - Relatives of currently incarcerated felons may not be permitted to provide services without prior approval by the NH Department of Corrections.
- 6.6. Change of Ownership: In the event that the Contractor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 6.7. Contractor Designated Liaison: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The Contractor shall notify the NH Department of Corrections of such named Liaison within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the **business (no personal information)** name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the Contract.
- 6.7.1. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.

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- 6.7.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
- 6.7.3. Changes of the named Liaison by the Contractor must be made in writing and forwarded to: NH Department of Corrections, Administrator of Logistics, 3 McGuire Street, Concord, NH 03301.
- 6.8. Contractor's Liaison's Responsibilities: The Contractor shall designate a representative to act as a liaison between the Contractor and the NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:
- 6.8.1. Representing the Contractor on all matters pertaining to the Contract. Such as representative shall be authorized and empowered to represent the Contractor regarding all aspects of the Contract;
- 6.8.2. Monitoring the Contract's compliance with the terms of the Contract;
- 6.8.3. Receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
- 6.8.4. Meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.
- 6.9. NH Department of Corrections Contract Liaison Responsibilities: The NH Department of Corrections' Commissioner of Corrections, or designee, shall act as liaison between the Contractor and NH Department of Corrections for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Contractor with written notice of such change. NH Department of Corrections representative shall be responsible for:
- 6.9.1. Representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 6.9.2. Monitoring compliance with the terms of the Contract;
- 6.9.3. Responding to all inquiries and requests related to the Contract made by the Contractor, under the terms and in the time frames specified by the Contract;
- 6.9.4. Meeting with the Contractor's representative on a periodic or as needed basis and resolving issues which arise; and
- 6.9.5. Informing the Contractor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.
- 6.10. Reporting Requirements: The Contractor shall provide any and all reports as requested on an as needed basis according to a schedule and format to be determined by the NH Department of Corrections including but not limited to:
- 6.10.1. Monthly summary of the cost of services;
- 6.10.2. Breakdowns of billings, quarterly;
- 6.10.3. It is the intent of the NH Department of Corrections to work with the Contractor so that the Contractor can provide any reporting requirements that meets our needs.
- 6.11. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:
- 6.11.1. Monitor and evaluate the Contractor's compliance with the terms of the Contract;
- 6.11.2. Request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Contractor under the Contract;

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- 6.11.3. Review reports submitted by the Contractor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, the NH Department of Corrections shall notify the Contractor and explain the deficiencies;
  - 6.11.4. Inform the Contractor of any dissatisfaction with the Contractor's performance and include requirements for corrective action; and
  - 6.11.5. Terminate the Contract, if NH Department of Corrections determines that the Contractor is:
    - a.) Not in compliance with the terms of the Contract;
    - b.) Has lost or has been notified of intention to lose their accreditation and/or licensure;
    - c.) Has lost or has been notified of intention to lose their federal certification and/or licensure; or,
    - d.) Terminate the Contract as otherwise permitted by law.
- 6.12. Declaration of Liaison:
- 6.12.1. The Contractor shall, within (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, business address, business telephone and fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract. Any written notice to the Contractor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Contractor under this paragraph.
  - 6.12.2. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
  - 6.12.3. NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Contractor to assure the orderly and uninterrupted transition from one Contractor to another. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
7. **Other Contract Provisions:**
- 7.1. Modifications to the Contract: In the event of any dissatisfaction with the Contractor's performance, the NH Department of Corrections will inform the Contractor of any dissatisfaction and will include requirements for corrective action.
    - 7.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Contractor is:
      - a.) Not in compliance with the terms of the Contract, and/or
      - b.) As otherwise permitted by law or as stipulated within this Contract.
  - 7.2. Coordination of Efforts: The Contractor shall fully coordinate their activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Contractor progresses, advice and information on matters covered by the Contract shall be made available by the Contractor to NH Department of Corrections as requested by the NH Department of Corrections throughout the effective period of the Contract.

**8. Bankruptcy or Insolvency Proceeding Notification:**

- 8.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or up on the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the NH Department of Corrections immediately.
- 8.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

**9. Embodiment of the Contract:**

- 9.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:
  - 9.1.1. The Request for Proposal (RFP) and any amendments thereto;
  - 9.1.2. The Proposal submitted by the Vendor in response to the RFP; and/or
  - 9.1.3. A negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Commissioner of the NH Department of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 9.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 9.1.3. shall govern.
- 9.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's Proposal and/or the result of a Contract.

**10. Cancellation of Contract:**

- 10.1. The Department of Corrections may cancel the Contract at any time for breach of contractual obligations by providing the Contractor with a written notice of such cancellation.
- 10.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Contractor.
- 10.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Contractor a written notice of such termination at least sixty (60) days prior to the effective termination date.
- 10.4. The NH Department of Corrections reserves the right to cancel the Contract for the convenience of the State with no penalties by giving the Contractor sixty (60) days notice of said cancellation.

**11. Contractor Transition:**

NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Contractor to work cooperatively with any predecessor and/or successor Contractor to assure the orderly and uninterrupted transition from one Contractor to another.

**12. Audit Requirement:**

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of the Contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

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**13. Additional Items/Locations:**

Upon agreement of both parties, additional equipment and/or other facilities may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

**14. Information:**

14.1. In performing its obligations under the Contract, the Contractor may gain access to information of the inmates/patients/non-adjudicated residents including confidential information. The Contractor shall not use information developed or obtained during the performance of, or acquired or developed by reason of the Contract, except as is directly connected to and necessary for the Contractor's performance under the Contract.

14.2. The Contractor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, reproduction and all information of the inmate/patient/non-adjudicated residents that becomes available to the Contractor in connection with its performance under the Contract.

14.3. In the event of unauthorized use or disclosure of the inmate/patient/non-adjudicated resident information, the Contractor shall immediately notify the NH Department of Corrections.

14.4. All material developed or acquired by the Contractor, as a result of work under the Contract shall become the property of the State of New Hampshire. No material or reports prepared by the Contractor shall be released to the public without the prior written consent of NH Department of Corrections.

**15. Public Records:**

NH RSA 91-A guarantees access to public records. As such, all responses to a competitive solicitation are public records unless exempt by law. Any information submitted as part of a bid in response to this Request for Proposal or Request for Bid (RFB) or Request for Information (RFI) may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this RFP (RFB or RFI) will be made accessible to the public online via the website: Transparent NH <http://www.nh.gov/transparentnh/>. Accordingly, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If a Bidder believes that any information submitted in response to a Request for Proposal, Bid or Information, should be kept confidential as financial or proprietary information, the Bidder must specifically identify that information in a letter to the State Agency. Failure to comply with this section may be grounds for the complete disclosure of all submitted material not in compliance with this section.

**16. Contractor Personnel:**

16.1. The Contractor shall agree that employees of the Contractor shall perform all services required by the Contract. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.

16.2. The Department shall be advised of, and approve in writing at least ten (10) days in advance of such change, any permanent or temporary changes to or deletions the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

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**17. Notification to the Contractor:**

The NH Department of Corrections shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted services at least thirty (30) days before the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

**18. Special Notes:**

- 18.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 18.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 18.3. Locations per contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Contractor.
- 18.4. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
  - 18.4.1. Give the Contractor fourteen (14) days written notice of the proposed change; and
  - 18.4.2. Secure the Contractor's written agreement to the proposed changes.
- 18.5. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement.
- 18.6. Any change in the Contract including the Contractor responsibilities and NH Department of Corrections responsibilities described herein, whether by modification, amendment and or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the NH Department of Corrections approved by the Governor and Executive Council.
- 18.7. All work shall be performed in a manner compliant with all existing state and federal safety laws, rules, regulations and standards including but not limited to The Contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Equal Employment Opportunity (EEO), Immigration and Naturalization, NH Department of Environmental Services (NHDES), Occupational Safety & Health Administration (OSHA), US Environmental Protection Agency (EPA), The American with Disabilities Act (ADA), and insurance laws.

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**2. Estimated Budget – Northern Region: Northern Correctional Facility (NCF)**

**2.1. Labor Rates per Hour – Northern Region:**

Labor Rates per Hour		Year 1	Year 2
Hourly Rate per Person		<del>\$ 80<sup>00</sup></del>	<del>\$ 50<sup>00</sup></del>
Hourly Overtime Rate per Person		<del>\$ 120<sup>00</sup></del>	<del>\$ 120<sup>00</sup></del>
Hourly Rate per Team (two or more)		<del>\$ 160<sup>00</sup></del>	<del>\$ 160<sup>00</sup></del>
Hourly Overtime Rate per Team		<del>\$ 240<sup>00</sup></del>	<del>\$ 240<sup>00</sup></del>

**.1. Extended Labor Cost by Person/Team & Overtime – Northern Region:**

Labor Rate Category	Number of Hours per Person/OT per Person/Team/OT per Team	Year 1 Labor Rate (Table 2.1)	Year 1 Extended Labor Cost (multiply No. of Hours by Year 1 Labor Rate)	Year 2 Labor Rate (Table 2.1)	Year 2 Extended Labor Cost (multiply No. of Hours by Year 2 Labor Rate)
Hr/Person	15	\$	\$	\$	\$
Hr OT/Person	20	\$	\$	\$	\$
Hr/Team (two or more)	5	\$	\$	\$	\$
Hr OT/Team	2	\$	\$	\$	\$
<b>Subtotal Extended Labor Cost (sum Year 1 &amp; 2 Ext. Labor Cost columns)</b>			\$		\$
<b>Total Extended Labor Cost (add Subtotals for Year 1 &amp; 2 Extended Labor Costs)</b>				\$	

**.2. Estimated Travel Cost – Northern Region:**

Service Location/Period	Contractor's One Person Hourly Rate (Table 2.1)	Cost for Mileage	Cost for Tolls	Subtotal (add Hourly Rate, Mileage & Tolls)	No. of Trips	Extended Cost (multiply Subtotal x No. of Trips)
NCF						
Year 1	\$	\$	\$	\$	10	\$
Year 2	\$	\$	\$	\$	10	\$
<b>Total Estimated Travel Cost (sum Extended Cost Column)</b>						\$

**.3. For budgeting purposes only:**

2.4.1 Original Service Period shall be designated as: Year 1 (July 1, 2013 – June 30, 2014) & Year 2 (July 1, 2014 – June 30, 2015).

2.4.2 Optional Renewal Period, if exercised, Labor Rates per Hour (Table 2.1), Extended Labor Cost by Person/Team & Overtime (Table 2.2) and Estimated Travel Costs (Table 2.3) for Year 3 (July 1, 2015 – June 30, 2016) & Year 4 (July 1, 2016 – June 30, 2017) shall be the Year 2 Contractor amounts.

2.5. Contractor's Estimated Cost for Parts and Fixed Percentage Markup – Northern Region:

Contractor's Cost Range for Parts	Contractor's Cost for Parts (estimate)	Contractor's Fixed Percentage Markup	Total Cost and Contractor's Fixed Percentage Markup
\$0 - \$499.99	Parts @ \$450.00	%	\$
\$500.00 - \$999.99	Parts @ \$900.00	%	\$
\$1,000.00 and Over	Parts @ \$3,500.00	%	\$
<b>Subtotal Cost Plus Contractor's Fixed Percentage Markup</b>			\$
Multiply by (2)			X 2
<b>Total Estimated Cost for Parts and Fixed Percentage Markup</b>			<b>\$</b>

2.6. Total Estimated Two Year Cost – Northern Region:

Service Category	Table	Total Cost by Category
Total Extended Labor Cost	2.2	\$
Total Estimated Travel Cost	2.3	\$
Total Estimated Cost for Parts and Fixed % Markup	2.5	\$
<b>Total Estimated Two Year Cost – Northern Region</b> (sum Total Cost by Category column)		<b>\$</b>

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**3. Estimated Budget – Southern Region: Southern Correctional Facilities, Administrative and Community Corrections Locations**

3.1. Labor Rates per Hour – Southern Region:

Labor Rates per Hour	Year 1	Year 2
Hourly Rate per Person	\$ 80.00	\$ 80.00
Hourly Overtime Rate per Person	\$ 120.00	\$ 120.00
Hourly Rate per Team (two or more)	\$ 160.00	\$ 160.00
Hourly Overtime Rate per Team	\$ 240.00	\$ 240.00

3.2. Contractor's Estimated Cost for Parts and Fixed Percentage Markup – Southern Region:

Contractor's Cost Range for Parts	Contractor's Cost for Parts (estimate)	Contractor's Fixed Percentage Markup	Example Cost for Contractor's Fixed Percentage Markup
\$0 - \$499.99	Parts @ \$450.00	25 %	\$ 562.50
\$500.00 - \$999.99	Parts @ \$900.00	10 %	\$ 990.00
\$1,000.00 and Over	Parts @ \$3,500.00	10 %	\$ 3,850.00

3.3. Estimated Travel Cost – Southern Region:

Service Location/Period	Cost for Mileage	Cost for Tolls	Subtotal (add Mileage & Tolls)	No. of Trips	Extended Cost (multiply Subtotal x No. of Trips)
<b>Concord</b>					
Year 1	\$ 30.00	\$ 0.00	\$ 30.00	30	\$ 900.00
Year 2	\$ 30.00	\$ 0.00	\$ 30.00	30	\$ 900.00
<b>Goffstown/Manchester</b>					
Year 1	\$ 40.00	\$ 0.00	\$ 40.00	15	\$ 1,200.00
Year 2	\$ 40.00	\$ 0.00	\$ 40.00	15	\$ 1,200.00
<b>Total Estimated Travel Cost (sum Extended Cost Column)</b>					<b>\$ 4,200.00</b>

3.4. For budgeting purposes only:

- 3.4.1. Original Service Period shall be designated as: Year 1 (July 1, 2013 – June 30, 2014) & Year 2 (July 1, 2014 – June 30, 2015).
- 3.4.2. Optional Renewal Period, if exercised, shall be designated as: Year 3 (July 1, 2015 – June 30, 2016) & Year 4 (July 1, 2016 – June 30, 2017).
- 3.4.3. Labor Rates per Hour for Optional Renewal Period Year 3 & Year 4 shall be at the rates set forth in (Table 3.1.).
- 3.4.4. Contractor's Estimated Cost for Parts and Fixed Percentage Markup for Optional Renewal Period Year 3 & Year 4 shall be at the rates set forth in (Table 3.2.).
- 3.4.5. Estimated Travel Cost for Optional Renewal Period Year 3 & Year 4 shall be at the rates set forth in (Table 3.3.).

**Estimated Budget/Method of Payment  
Exhibit B**

3.5. Estimated Cost for Service, Travel & Parts by Service Location:

<b>Southern Region – Correctional Facilities</b>						
<b>Service Category</b>	<b>Facility Location</b>	<b>Funding Source</b>	<b>FY 2014</b>	<b>FY 2015</b>	<b>Total</b>	
Service	NH State Prison for Men (NHSP-M) - Kitchen	02-46-46-463010-7103-048-0226	6,000	6,000	12,000	
Parts	NH State Prison for Men (NHSP-M) - Kitchen	02-46-46-463010-7103-024-0225	5,560	5,560	11,120	
Service	NH State Prison for Women (NHSP-W)	02-46-46-466010-7111-048-0226	3,716	3,717	7,433	
Parts	NH State Prison for Women (NHSP-W)	02-46-46-466010-7111-048-0226	3,716	3,716	7,432	
<b>Southern Region – Administration</b>						
Service	NH State Prison Warehouse	02-46-46-463010-7108-024-0225	1,555	1,555	3,110	
Parts	NH State Prison Warehouse	02-46-46-463010-7108-024-0225	1,555	1,555	3,110	
<b>Southern Region – Comm. Corrections</b>						
Service	North End House	02-46-46-464510-7107-048-0226	900	900	1,800	
Parts	North End House	02-46-46-464510-7107-048-0226	800	800	1,600	
Service	Shea Farm	02-46-46-464510-5172-048-0226	900	900	1,800	
Parts	Shea Farm	02-46-46-464510-5172-048-0226	1,100	1,100	2,200	
Parts	Shea Farm	02-46-46-464510-5172-024-0225	400	400	800	
Service	Calumet	02-46-46-464510-7874-024-0225	600	600	1,200	
Parts	Calumet	02-46-46-464510-7874-024-0225	700	700	1,400	
Service	Minimum Security Unit	02-46-46-464510-7106-048-0226	200	200	400	
Parts	Minimum Security Unit	02-46-46-464510-7106-048-0226	200	200	400	
<b>Subtotal Service &amp; Parts – Southern Region</b>			27,902	27,903	55,805	
<b>Total Two Year Contract Price</b>						<b>\$55,805.00</b>

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of NH, Department of Corrections  
Division of Administration, Bureau of Logistics

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Vendor Initials: SPH

**4. Method of Payment:**

- 4.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15<sup>th</sup> of the month following the month in which services are provided.
- 4.2. Invoices shall be submitted no later than sixty (60) days post date of services rendered.
- 4.3. Invoices shall be sent to the NH Department of Corrections, c/o Administrator of Logistics, 3 McGuire Street, Concord, NH 03301.
- 4.4. Once approved, the original invoices shall be forwarded to the Accounts Payable unit of the Department's Bureau of Financial Services for processing and issuance of payment.
- 4.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendors monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 4.6. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information, but not limited to:
  - 4.6.1. Invoice date & number;
  - 4.6.2. Description of services rendered;
  - 4.6.3. Dates of said service(s);
  - 4.6.4. Cost of parts;
  - 4.6.5. Cost of labor and
  - 4.6.6. Cost of mileage, when applicable.
- 4.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

**5. Appropriation of Funding:**

- 5.1. The Contractor shall agree that the funds expended for the purposes of the Contract must be appropriated by the General Court of the State of New Hampshire for each State fiscal year included within the Contract period. Therefore, the Contract shall automatically terminate without penalty or termination costs if such funds are not fully appropriated.
  - 5.1.1. In the event that funds are not fully appropriated for the Contract, the Contractor shall not prohibit or otherwise limit NH Department of Corrections the right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of State government affairs.
  - 5.1.2. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the Contract.

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Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of NH, Department of Corrections  
Division of Administration, Bureau of Logistics

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Vendor Initials: 



**Section D: Special Provisions, Exhibit C**

**1. Special Provisions:**

- 1.1. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.1.1 of the original P-37 contract, Agreement, by deleting "\$2,000,000.00" per occurrence and inserting in its place "\$1,000,000.00."
- 1.2. To amend the Exhibit C, Special Provisions, to modify the Insurance provision in section 14.3 by changing the last sentence of the clause to: Cancellation notice by the Insurer to the Certificate Holder will be delivered in accordance with the policy 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 HODGES THERMAL DESIGN LLC is a New Hampshire limited liability company formed on May 25, 2004. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has 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 13<sup>th</sup> day of May, A.D. 2013

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, Stephen R Hodges, 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 Hodges Thermal Design 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 Hodges Thermal Design 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)

May 14 2013  
(Date)

STATE OF New Hampshire

COUNTY OF Merrimack

On this the 14<sup>th</sup> day of May 20 13, before me Debra H Garvin,  
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Stephen R Hodges, 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)

[Signature]  
(Notary Public / Justice of the Peace -Signature)

**DEBRA H. GARVIN, Notary Public**  
**My Commission Expires February 2, 2016**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/9/2013

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).

<b>PRODUCER</b> Foy Insurance Group - Pembroke 570 Pembroke St.  Pembroke NH 03275	<b>CONTACT NAME:</b> Cara L. Scala, ACSR <b>PHONE (A/C No. Ext):</b> (603) 224-1121 <b>E-MAIL ADDRESS:</b> Cara.Scala@Foyinsurance.com	<b>FAX (A/C No.):</b> (603) 224-4827
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> HODGES THERMAL DESIGN LLC PO BOX 2346  CONCORD NH 03302-2346	<b>INSURER A:</b> Merchants Mutual Insurance	<b>NAIC #</b> 23329
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 13/14 gl master                      **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	<b>GENERAL LIABILITY</b>			BOP9094031	4/3/2013	4/3/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	<b>AUTOMOBILE LIABILITY</b>			CAPI042586	12/29/2012	12/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP9141011	4/3/2013	4/3/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Operations usual and customary to an HVAC contractor. Certificate holder is included as an additional insured, as relates to the above shown general liability policy, as required by written contract, for premises liability only.

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Corrections PO Box 1806 Concord, NH 03302-1806	<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.
	<b>AUTHORIZED REPRESENTATIVE</b>  Cara L. Scala, ACSR



HODGES THERMAL DESIGN LLC

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603-226-4073

PO Box 2346  
Concord NH 03302

July 30, 2013

NH Department of Corrections  
PO Box 1806  
Concord NH 03302-1806

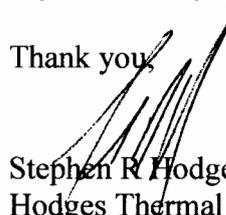
Att; Jenifer

The purpose of this letter is to state that I am the sole owner and employee of Hodges Thermal Design LLC.

For this reason I am not required to carry Workmans Comp Ins.

If you have any questions please do not hesitate to give me a call.

Thank you,



Stephen R Hodges  
Hodges Thermal Design LLC

**New Hampshire Department of Corrections  
Division of Administration  
Contract/Grant Unit**

**Comprehensive General Liability Insurance Acknowledgement Form**

The New Hampshire Office of the Attorney General requires that the Request for Proposal (RFP) package inform all proposal submitters of the State of New Hampshire's general liability insurance requirements. The limits of liability required are dependent upon your corporation's legal formation, and the annual total amount of contract work with the State of New Hampshire.

Please select only ONE of the checkboxes below that best describes your corporation's legal formation and annual total amount of contract work with the State of New Hampshire:

**Insurance Requirement for (1)** - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

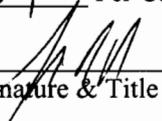
- The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

**Insurance Requirement for (2)** - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

Please indicate your current comprehensive general liability coverage limits below, sign, date and return with your proposal package.

\$1,000,000 Per Claim    \$1,000,000 Per Incident/Occurrence    \$2,000,000 General Aggregate

 OWNER  
Signature & Title

5/14/13  
Date

This acknowledgement must be returned with your proposal.

NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

COR 307 Items Considered Contraband. Contraband shall consist of:

- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
  - (1) narcotics
  - (2) controlled drugs or
  - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, or device designed to propel or guide a projectile against a person, animal or target.
- c) Any bullets, cartridges, projectiles or similar items designed to be projected against a person, animal or target.
- d) Any explosive device, bomb, grenade, dynamite or dynamite cap or detonating device including primers, primer cord, explosive powder or similar items or simulations of these items.
- e) Any drug item, whether medically prescribed or not, in excess of a one day supply or in such quantities that a person would suffer intoxication or illness if the entire available quantity were consumed alone or in combination with other available substances.
- f) Any intoxicating beverage.
- g) Sums of money or negotiable instruments in excess of \$100.00.
- h) Lock-picking kits or tools or instruments on picking locks, making keys or obtaining surreptitious entry or exit
- i) The following types of items in the possession of an individual who is not in a vehicle, (but shall not be contraband if stored in a secured vehicle):
- j) Knives and knife-like weapons, clubs and club-like weapons,
  - (1) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
  - (2) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
  - (3) pornography or pictures of visitors or prospective visitors undressed,
  - (4) cell phones and radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
  - (5) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
  - (6) ropes, saws, grappling hooks, fishing line, masks, artificial beards or mustaches, cutting wheels or string rope or line impregnated with cutting material or similar items to facilitate escapes,
  - (7) balloons, condoms, false-bottomed containers or other containers which could facilitate transfer of contraband.

COR 307.02 Contraband on prison grounds is prohibited. The possession, transport, introduction, use, sale or storage of contraband on the prison grounds without prior approval of the commissioner of corrections or his designee is prohibited under the provision of RSA 622:24 and RSA 622:25.

COR 307.03 Searches and Inspections Authorized.

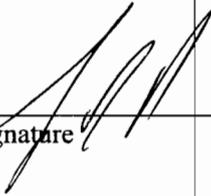
- a) Any person or property on state prison grounds shall be subject to search to discover contraband...

Travel onto prison grounds shall constitute implied consent to search for contraband. In such cases where implied consent exists, the visitor will be given a choice of either consenting to the search or immediately leaving the prison grounds. Nothing in this rule however, prevents non-consensual searches in situations where probable cause exists to believe that the visitor is or had attempted to introduce contraband into the prison pursuant to the law of New Hampshire concerning search, seizure and arrest.

- b) All motor vehicles parked on prison grounds shall be locked and have the keys removed. Custodial personnel shall check to insure that vehicles are locked and shall visually inspect the plain-view interior of the vehicles. Vehicles discovered unlocked shall be searched to insure that no contraband is present. Contraband discovered during searches shall be confiscated for evidence, as shall contraband discovered during plain-view inspections.

- c) All persons entering the facilities to visit with residents or staff, or to perform services at the facilities or to tour the facilities shall be subject to having their persons checked. All items and clothing carried into the institution shall be searched for contraband.

Stephen R. Hedges  
Name

  
Signature

5/14/13  
Date

\_\_\_\_\_  
Witness Name

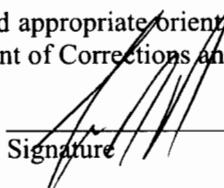
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NH DEPARTMENT OF CORRECTIONS  
RULES OF CONDUCT FOR PERSONS PROVIDING CONTRACT SERVICES

1. Engaging in any of the following activities with persons under departmental control is strictly prohibited:
  - a. Any contact, including correspondence, other than in the performance of your services for which you have been contracted.
  - b. Giving or selling of anything
  - c. Accepting or buying anything
2. Any person providing contract services who is found to be under the influence of intoxicants or drugs will be removed from facility grounds and barred from future entry to the NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, COR 307 is a violation of the rules and the laws of the State of New Hampshire and may result in legal action under RSA 622:24 or other statutes.
4. In the event of any emergency situation, i.e., fire, disturbance, etc., you will follow the instructions of the escorting staff or report immediately to the closest available staff.
5. All rules, regulations and policies of the NH Department of Corrections are designed for the safety of the staff, visitors and residents, the security of the facility and an orderly flow of necessary movement and activities. If unsure of any policy and procedure, ask for immediate assistance from a staff member.
6. Harassment and discrimination directed toward anyone based on sex, race, creed, color, national origin or age are illegal under federal and state laws and will not be tolerated in the work place. Maintenance of a discriminatory work environment is also prohibited. Everyone has a duty to observe the law and will be subject to removal for failing to do so.
7. During the performance of your services you are responsible to the facility administrator, and by your signature below, agree to abide by all the rules, regulations, policies and procedures of the NH Department of Corrections and the State of New Hampshire.
8. In lieu of Contracted staff participating in the Corrections Academy, the Vendor through the Commissioner or his designees will establish a training/orientation facilitated by the Vendor to supplement this requirement and appropriate orient Vendor staff to the rules, regulations, policies and procedures of the Department of Corrections and the State of New Hampshire.

Stephen R Hoopes  
Name

  
Signature

5/14/13  
Date

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

STEPHEN R HODGES   
Printed Name/Signature of Contractor Employee

5/14/13  
Date

STEPHEN R HODGES   
Printed Name/Signature of Contractor Representative

5/14/13  
Date

Hodges Thermal Design LLC | owner  
Organization and Title of Contractor Representative



**Section E: Glossary of Terms:**

Various terms and abbreviations are used within the RFP that may not be familiar to all readers. This glossary term and acronym list is an attempt to help make reading these documents easier and more understandable.

Term	Acronym	Description/Definition
Americans with Disabilities Act	ADA	Relevant sections of this Act detail the requirements for audible and visual indicating appliances and mounting heights for manual pull stations.
Closed Custody Unit	CCU	
CJIS Systems Officer	CSO	
Criminal Justice Information Services	CJIS	Is a division of the US Federal Bureau of Investigation and created to reduce terrorist and criminal activities by maximizing the ability to provide timely and relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies concerning individuals, stolen property, criminal organizations and activities, and other law enforcement related data.
District Office	DO	
Environmental Protection Agency	EPA	An agency of the United States federal government which was created for the purpose of protecting human health and the environment by writing and enforcing regulations based on laws passed by Congress.
Equal Employment Opportunity	EEO	
Governor and Executive Council	G&C	
Health Insurance Portability and Accountability Act	HIPAA	
Minimum Security Unit	MSU	
Northern NH Correctional Facility	NCF	
NH Department of Corrections	NHDOC	
NH Department of Environmental Services	NHDES	
NH State Prison for Men	NHSP-M	
NH State Prison for Women	NHSP-W	
Northern NH Correctional Facility	NCF	
Occupational Safety & Health Administration	OSHA	
Probation & Parole Office	PPO	
Reception & Diagnostic	R&D	

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of NH, Department of Corrections  
 Division of Administration, Bureau of Logistics

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Vendor Initials: 

Request for Bid	RFB	
Request for Information	RFI	
Request for Proposal	RFP	
Revised Statutes Annotated	RSA	Forms the codified laws of the state subordinate to the New Hampshire State Constitution.
Secured Housing Unit	SHU	
Secured Psychiatric Unit	SPU	
State of NH Long Form Contract	P-37	
Transitional Housing Unit	THU	
Transitional Work Center	TWC	

Promoting Public Safety through Integrity, Respect, Professionalism, Collaboration and Accountability

State of NH, Department of Corrections  
 Division of Administration, Bureau of Logistics

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