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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

NEW HAMPSHIRE HOSPITAL

Lori A. Shibinette
Commissioner

Heather M. Moquin
Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301
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March 9, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enter into a contract with ITW Food Equipment Group LLC (VC #168818), Troy, OH, in the amount of $45,000 for maintenance and repair of kitchen equipment at New Hampshire Hospital with the option to renew for up to four (4) additional years, effective July 1, 2021 or upon Governor and Council approval, whichever is later, through June 30, 2023. 70% General Funds. 30% Other Funds (Agency Fees).

Funds are anticipated to be available in the following account for State Fiscal Years 2022 and 2023 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-095-094-940010-8410 HEALTH AND SOCIAL SERVICES DEPT OF HEALTH AND HUMAN SVCS, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, NHH FACILITY/PATIENT SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	024-500225	Maintenance Other Than Buildings and Grounds	94026400	$22,500
2023	024-500225	Maintenance Other Than Buildings and Grounds	94026400	$22,500
			Total	**$45,000**

EXPLANATION

The purpose of this request is to provide preventative maintenance and scheduled and emergency repair services for food service equipment located at the New Hampshire Hospital Acute Psychiatric Services facility and the Brown Building at the Hugh J. Gallen State Office Complex. The Contractor will perform preventative maintenance on site on a quarterly basis, and complete necessary repairs as scheduled or on an emergency basis.

Maintenance and repair services are essential to maintaining uninterrupted food production at the New Hampshire Hospital Acute Psychiatric Services facility that serves the patient population, and for the cafeterias located at New Hampshire Hospital and the Brown Building.

The Food and Nutrition Department at New Hampshire Hospital operates a full-service kitchen that supports the dietary and nutritional needs of patients, including preparing meals that meet unique or special dietary requirements for many of the patients. In addition to patient meals, the Food and Nutrition Department operates a full-service cafeteria that provides meals to visitors and staff, and a full-service kitchen in the Brown building for campus employees. Maintaining the commercial kitchen equipment in an operational condition is vital to food preparation for the New Hampshire Hospital patient population.

The Contractor will also provide training for designated Department staff on proper daily cleaning tasks to help prevent equipment malfunctions to reduce the potential for unanticipated equipment failures that can require emergency services calls.

The Department selected the Contractor through a competitive bid process using a Request for Bids (RFB) that was posted on the Department's website from 11/3/2020 through 12/15/2020. The Department received one (1) response. The Bid sheet is attached.

As referenced in Exhibit A Revisions to Standard Contract Provisions, Section 1 Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached contract, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, equipment needed for food service preparation may not receive periodic inspection and maintenance, and necessary corrective repairs, and the Department may not be able to continue to meet the dietary needs of patients at New Hampshire Hospital.

Area served: New Hampshire Hospital and Brown Building food service facilities.

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

RFB Name	RFB Number
Kitchen Equipment Maintenance Services	RFB-2022-NHH-01-KITCH

Bidder Name	Annualized Cost Bid
1. ITW Food Equipment Group LLC	$24,792.50

Subject: Kitchen Equipment Maintenance Services (RFB-2022-NHH-01-KITCH-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name ITW Food Equipment Group LLC		1.4 Contractor Address 701 S. Ridge Ave. Troy, OH 45374	
1.5 Contractor Phone Number (937) 332-2452	1.6 Account Number 05-095-094-940010-8410-024-500225	1.7 Completion Date June 30, 2023	1.8 Price Limitation $45,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Deb Alves EAB813D998ED443... Date: 2/2/2021		1.12 Name and Title of Contractor Signatory Deb Alves Branch Manager 2/25/2019	
1.13 State Agency Signature DocuSigned by: Heather M. Moquin 48AF9C9C73B94D2... Date: 2/2/2021		1.14 Name and Title of State Agency Signatory Heather M. Moquin Chief Executive Officer, New Hampshire Hospital	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: DocuSigned by: Lorrie Rudis F83F3CAAFEE2414... Director, On: 3/4/2021			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: D5CA9202E32C4AE... On: 3/4/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DA
Date 2/2/2021

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 DS Da
Date 3/4/2021

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials DS Da

Date 3/27/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials DS Da

Date 8/27/2021

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. **Revisions to Form P-37, General Provisions**

   1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

   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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2021 ("Effective Date").

   1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

   3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

   12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

EXHIBIT B

Scope of Services

1. **Statement of Work**

1.1. For the purposes of this agreement, all references to business hours shall mean Monday through Friday from 7:00 AM to 3:30 PM, excluding state and federal holidays.

1.2. The Contractor shall perform preventative maintenance for equipment listed on Exhibit B-1, Equipment List on a quarterly basis.

1.3. In the event that new equipment is placed in service or existing equipment removed from service, the Department reserves the right to modify Exhibit B-1 Equipment List by providing notice of the change(s) to the Contractor.

1.4. The Contractor shall schedule quarterly preventative maintenance with the New Hampshire Hospital Director of Food and Nutrition Services or designee for service during the months of July, October, January and April.

1.5. The Contractor shall ensure that each piece of equipment is out of service for no longer than four (4) hours to complete preventative maintenance.

1.6. The Contractor shall perform quarterly preventative maintenance including, but not limited to:

1.6.1. Providing necessary lubrication of hinges, knobs and all moving parts as recommended in the manufacturer's operations manuals.

1.6.2. Deep cleaning procedures as required.

1.6.3. Sharpening, adjustment and alignment of cutting blades.

1.6.4. De-scaling all burners, water-feed equipment, ovens, broilers and pilot lights.

1.6.5. Calibrating burners, thermostats, float switches and sensors.

1.6.6. Leveling and aligning equipment as needed.

1.6.7. Inspecting the following components of gas-fired equipment for wear, damage and proper operation:

1.6.7.1. Motors;

1.6.7.2. Doors;

1.6.7.3. Hinges;

1.6.7.4. Handles;

1.6.7.5. Gaskets;

1.6.7.6. Filters;

1.6.7.7. Power cords;

1.6.7.8. electrical wiring;

1.6.7.9. Hoses;

1.6.7.10. Belts;

1.6.7.11. Pipes;

1.6.7.12. Pilot lights;

1.6.7.13. Blower wheels;

1.6.7.14. Snorkel tubes;

1.6.7.15. Thermostats;

1.6.7.16. Pumps;

1.6.7.17. Nozzles;

1.6.7.18. Valves;

1.6.7.19. Ports;

1.6.7.20. Cocks;

1.6.7.21. Burners;

1.6.7.22. Casters;

1.6.7.23. Flues; and

1.6.7.24. Air shutters.

1.6.8. Tightening all hinges, handles, doors and mechanical components as required.

1.7. The Contractor shall provide up to six (6) one (1) hour training sessions per year for designated Department staff members on proper daily equipment cleaning procedures.

1.8. The Contractor shall, when necessary repair services are scheduled:

1.8.1. Notify the Department immediately of any food service equipment in need of service beyond that which is provided during preventative maintenance services.

1.8.2. Provide a written estimate of the cost of repairs, for each repair in excess of one thousand dollars ($1,000), to the Department within forty-eight (48) hours of identifying a necessary repair.

1.8.3. Respond to service repair calls within twenty-four (24) hours of receiving notification from the Department.

1.8.4. Notify the Director of Food and Nutrition Services or designee upon arrival to the site.

1.8.5. Ensure that materials used are billed at the Contractor's cost by invoice.

1.8.6. Ensure replacement parts are Original Equipment Manufacturer (OEM) parts, unless prior written authorization is obtained from the Department.

1.8.7. Allow the Department to purchase parts directly from supplier, when possible.

1.8.8. Coordinate with the Department to ensure repair services are scheduled in a manner that minimizes disruption in food service daily operations.

1.8.9. Notify the Department if the cost of repairs will exceed the value of the equipment or cost of replacement prior to starting repairs.

1.8.10. Complete repair services on site, if possible.

1.8.11. Provide written notification to the Department if any equipment must be removed from the site in order to complete repairs. The Contractor shall ensure written notification includes, but is not limited to:

1.8.11.1. The reason for removal of the equipment.

1.8.11.2. An estimated date of return.

1.9. The Contractor shall complete all emergency repairs occurring outside of normal business hours within twenty-four (24) hours of receiving the request for emergency services.

2. Staffing

2.1. The Contractor shall ensure a sufficient number of trained technicians are available to respond to emergency service calls promptly.

2.2. The Contractor shall ensure a technician arrives at the job site within three (3) hours of each call for emergency service.

2.3. The Contractor shall ensure adequately trained, licensed and/or certified staff complete all required service, maintenance and repairs.

2.4. The Contractor shall ensure each employee is available to complete a thirty (30) minute NHH orientation regarding patient confidentiality and boundaries.

2.5. The Contractor shall ensure each employee completes a criminal background check prior to performing work on site.

2.6. The Contractor shall ensure each employee will safeguard the confidentiality of all records and individuals at NHH, as required by State rule, State and Federal law.

2.7. The Contractor shall provide verification of immunization for employees working on the premises at New Hampshire Hospital, in accordance with recommendations from the United States Department of Health & Human Services Center for Disease Control, upon the request of the Department. The

Contractor shall ensure immunizations include the COVID-19 vaccination when it is widely available.

3. Warranty

3.1. The Contractor shall provide a warranty for materials, parts and services, which includes, but is not limited to:

3.1.1. New parts, for defects resulting from the use of inferior materials, equipment or workmanship for ninety (90) days from the date of acceptance of work by the Department.

3.1.2. Labor or repairs performed outside of the scope of the maintenance agreement, for a period of twenty-four (24) hours from the time services are performed.

3.1.3. Any and all damage occurring during repair or maintenance services to the building or site equipment or contents. The Contractor shall ensure the Department is made whole within one (1) month of notification.

3.2. The Contractor shall provide an itemized invoice of all work performed within 24 hours of completing the work. The Contractor shall ensure invoices include warrantee information and specifications on all:

3.2.1. Parts replaced.

3.2.2. Labor performed.

3.2.3. Materials utilized during parts replacements, specifying warrantee information on parts.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5. Records

5.1. The Contractor shall keep records that include, but are not limited to:

5.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

5.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

New Hampshire Department of Health and Human Services
Kitchen Equipment Maintenance Services

Exhibit B-1 Equipment List

Table I: NHH APS Building Main Kitchen

Qty	Equipment	Model	Serial #
1	Hobart Electric Potwasher	PW20	231211005
1	Hobart Electric Slicer	2712	561-141-016
1	Hobart Electric cutter (not using)	M60	6480832-R
1	Univex Electric Mixer (30 gal)	N/A	N/A
1	Hobart Mixer	A200FT	11-372-277
1	Hobart Mixer	HL600	31-1592-423
2	Blodget Gas Ovens	N/A	N/A
1	Groen Electric Kettle	DEE/4T-40	40111
1	Tec Char-broiler	T1361C	99C59409
1	Pitco Gas Fryer	SG14	G12CE012217
1	Robo Coupe	R301 Series D	N/A
1	Salvajor Electric Food Waste Disposer New	500	20663
1	Salvajor Electric Food Waste Disposers	500	015605
1	Hobart Electric Dishwasher	FT900	N/A
1	Metro Food Warmer	C539-HDS U	C5Hm012493
1	Delfield Steamers (4 wells, L-shaped)	SLT-4	141 79M
1	Dake Steam table (4 wells)	EP304M	01110272
1	Vulcan Flat top/oven New	VGMT36S-500	481704328
1	Vulcan Steamer	VSX56	AP-1044775-2AA-0924
1	Vulcan Gas Range/Oven	VGMT365-500	481704328

New Hampshire Department of Health and Human Services
Kitchen Equipment Maintenance Services

Exhibit B-1 Equipment List

1	Vulcan Tilting Skillet	VG-30	46-3005245
2	Vulcan Convection Ovens New	SG4D-11D1 SG4D-11D1	481704249 481704250
1	Vulcan 6-gas top range/oven New	VGMT 365-500	481704328
1	Bellecco	JT3	1703-5419904
1	Steamer	N/A	N/A

Table II: NHH APS Building Cafeteria Serving Line

Qty	Equipment	Model	Serial #
1	Hatco Flav-R-Savor	FSDT-2X	7301252033
1	Star Max Fryer New	515ED	N/A
1	Wells Electric Serving Counter	SS-300	MW12201
1	Vollrath	JT2	J184-01211592-001
1	Star Double Sided Grill	GX141S	GXS141212A0003
1	Continental Warmer	DL1W-55	15224073
1	Star-Max griddle (electric) New	536CHSD	N/A

Table III: Brown Building Kitchen

Qty	Equipment	Model	Serial #
1	Univex Mixer	SRM20	
1	Hobart Slicer	1712	1950155
1	Vulcan Char-Broiler	VCCB36-1	60-1021876I97

New Hampshire Department of Health and Human Services
Kitchen Equipment Maintenance Services

Exhibit B-1 Equipment List

1	HotCo Water Booster	C-24	7937941610
1	Salvajor Food Waste Disposer	200	26096
1	Vulcan Convection Oven	GC04S	48-1185721
1	Vulcan Steamer	VSX5	
1	Vulcan Range - six burner	N/A	Installed 2004
1	Vulcan Griddle	N/A	Installed 2004
1	Cecilware Gas Fryolator	N/A	Installed 2004
1	Salvajor Food Waste Disposer	200	51108
1	Insinger 1 rack dishwasher (Hot water)	Commander 18-4	970457
1	Metro Warmer Cabinet	C175	CMZ000
1	Ceilware Gas Fryer	N/A	Installed 2004
1	Benchmark USA warmer	51012	N/A

The Department reserves the right to add new equipment and/or remove existing equipment.

New Hampshire Department of Health and Human Services
Kitchen Equipment Maintenance Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 70% General funds.
   1.2. 30% Other funds (Agency Fees).
2. Payment for services shall be made as follows:
   2.1. The Contractor shall submit invoices for services provided as specified in Exhibit B, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each accurate invoice provided pursuant to this Agreement.
   2.2. The Contractor shall invoice the Department for scheduled preventative maintenance. Quarterly maintenance invoices may include:
      2.2.1. Preventative maintenance services described in Exhibit B, Scope of Services billed at the rate of one hundred twenty-three dollars and zero cents ($123.00) per hour for a minimum of ¼ hour in increments of ¼ hour.
      2.2.2. A description and price for any authorized parts used.
      2.2.3. A travel charge of one hundred thirty-two dollars and zero cents ($132.00).
3. Invoices for Repairs and Emergency Calls:
   3.1. The Contractor shall provide a written estimate for the cost of repairs in excess of one thousand dollars and zero cents ($1,000.00) to the Department for approval prior to completion of repairs. The Contractor shall:
      3.1.1. Include a written summary of the work performed and materials used.
      3.1.2. Include a detailed summary of parts and labor.
   3.2. Scheduled corrective repair services will be paid at a rate of one hundred twenty-three dollars and zero cents ($123.00) per hour for a minimum of ¼ hour in increments of ¼ hour, plus a travel charge of one hundred thirty-two dollars and zero cents ($132.00).
   3.3. Emergency repair services provided during regular business hours will be paid at a rate of one hundred twenty-three dollars and zero cents ($123.00) per hour for a minimum of ¼ hour in increments of ¼ hour, plus a travel charge of one hundred thirty-two dollars and zero cents ($132.00).
   3.4. Emergency repair services provided outside of regular business hours will be paid at a rate of one hundred twenty-three dollars and zero cents ($123.00) per hour for a minimum of ¼ hour in increments of ¼ hour, plus a travel charge of one hundred thirty-two dollars and zero cents ($132.00).
   3.5. The Contractor shall invoice the Department within thirty (30) days for any repairs performed during a scheduled or emergency service visit.
4. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to NHHFinancialServices@dhhs.nh.gov, or invoices may be mailed to:

   New Hampshire Hospital

Financial Services
121 South Fruit St
Concord, NH 03301

5. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.

6. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

8. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.

9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

11. Audits

    11.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

        11.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    11.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
Kitchen Equipment Maintenance Services

Standard Exhibits D-H

The parties agree that the Department's Standard Exhibits D through Exhibit H are not applicable to this Agreement.

Remainder of page intentionally left blank.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health and Human Services	ITW/FEG Hobart Service
The State	Name of the Contractor
Heather M. Moquin	Deb Alves
Signature of Authorized Representative	Signature of Authorized Representative
Heather M. Moquin	Deb Alves
Name of Authorized Representative	Name of Authorized Representative
Chief Executive Officer, New Hampshire Hospital	Branch Manager 2/25/2019
Title of Authorized Representative	Title of Authorized Representative
2/2/2021	2/2/2021
Date	Date

DocuSign Envelope ID: 3955F66D-25D9-4A80-ABA8-A9955DD93E28

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 ITW FOOD EQUIPMENT GROUP LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 19, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **397257**

Certificate Number: **0005276735**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of March A.D. 2021.

William M. Gardner
Secretary of State

DocuSign Envelope ID: 3955F66D-25D9-4A80-ABA8-A9955DD93E28

ITW FOOD EQUIPMENT GROUP LLC

CERTIFICATE OF VOTE/AUTHORITY

I, Brenda F. Wilson of **ITW Food Equipment Group LLC**, a Delaware limited liability company (the "Company") do hereby certify that:

RESOLVED: That the Company may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

FURTHER RESOLVED: That the duly appointed Branch Manager of the Company, Debbie Alves, is hereby authorized on behalf of the Company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as she may deem necessary, desirable or appropriate.

FURTHER RESOLVED: That any and all other lawful actions heretofore taken, or to be taken, by any officer or officers of the Company relating to the foregoing resolution are hereby approved, ratified and confirmed in all respects.

The foregoing resolutions have not been amended or revoked and remain in full force and effect as of this 22nd day of January, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Secretary of the Company this 22ND day of January, 2021.

Brenda F. Wilson

Name: Brenda F. Wilson
Title: Assistant Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER
MARSH USA INC.
540 W. MADISON
CHICAGO, IL 60661
Attn: ITW.CertRequest@Marsh.com or Fax: 212-948-0300

CN101482061-Hobar-GAW-20-21

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : American Zurich Insurance Company	40142
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ILLINOIS TOOL WORKS INC.
ITW FOOD EQUIPMENT GROUP LLC
ATTN: VICKI LADE
701 S. RIDGE AVENUE
TROY, OH 45374-0001

COVERAGES **CERTIFICATE NUMBER:** CHI-009283513-05 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO 937345317	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X SIR: $1,000,000						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
A	X POLICY PRO-JECT LOC			GLO 7296421 00	11/01/2020	11/01/2021	PRODUCTS - COMP/OP AGG	$ 4,000,000
A	OTHER:			GLO 7296421 00	11/01/2020	11/01/2021	PRODUCTS - OCCUR	$ 4,000,000
A	AUTOMOBILE LIABILITY			BAP937344717 (AOS)	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 3,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							COMP./COLL. DED.	$ 500,000
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC 9373451-18 (AOS Ded)	11/01/2020	11/01/2021	X PER STATUTE / OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 9373452-18 (Retro - WI, MA)	11/01/2020	11/01/2021	E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ITW FOOD EQUIPMENT GROUP LLC INCLUDES THE FOLLOWING AS INSUREDS: HOBART (SUCCESSOR TO HOBART CORPORATION), HOBART SERVICE, HOBART BAKERY SYSTEMS, BAXTER MANUFACTURING, TRAULSEN, ITW REFRIGERATION, VULCAN FOOD EQUIPMENT GROUP (FKA VULCAN-HART), AVERY BERKEL, BERKEL, CRIMSCO, GAYLORD INDUSTRIES, KAIRAK, SOMAT, STERO, WITTCO FOODSERVICE EQUIPMENT, WOLF, PEERLESS FOOD EQUIPMENT.
DOES NOT INCLUDE INDEPENDENT CONTRACTORS D/B/A HOBART SALES & SERVICE.
INSURANCE COVERAGE IS SUBJECT TO POLICY EXCLUSIONS, POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT ST.
CONCORD, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee Manashi Mukherjee

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