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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS DEC 17 2025  
DIVISION OF ADMINISTRATION  
P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5610 FAX: 888-908-6609  
TDD ACCESS: 1-800-735-2964  
www.corrections.nh.gov

WILLIAM RYAN HART, JR.  
COMMISSIONER  
  
JESSICA A. KURON  
ASSISTANT COMMISSIONER

November 25, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the NH Department of Corrections (NHDOC) to enter into a five (5) month Contract Agreement with RTH Mechanical Contractors, Inc. (VC #277973), 17 Production Drive, Dover, NH 03820, in the amount of \$204,005.00 for the provision of a Contract Agreement for a natural gas-fired steam boiler upon Governor and Executive Council approval through April 30, 2026. 100% Capital Project Funds.

Funds are available in account Tank Replacements-NHSP-M: 030-046-61130000-034-500161.

<b>Temporary Boiler Contract Agreement</b>			
<b>Account</b>	<b>Description</b>	<b>FY 2026</b>	<b>Total</b>
030-046-61130000-034-500161	Tank Replacements-NHSP-M	\$ 204,005.00	\$ 204,005.00

**EXPLANATION**

This Contract Agreement is to provide a portable 350 hp natural gas-fired steam boiler capable of connecting to the existing 480 volt three-phase power system and providing an operating pressure of 95-100 psi at NH State Prison for Men (NHSP-M).

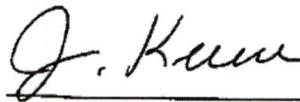
NHSP-M currently has three (3) boilers; two (2) are new and one (1) is no longer in service due to age and condition. The prison campus requires a minimum of two (2) boilers operating 24/7 to supply steam heat during the winter months, as well as steam needed for kitchen and laundry operations. This causes a great deal of strain on the two new boilers, which normally share the load demand with the third boiler under a lead/lag sequence of operation, and could contribute to premature failure of the new boilers. In addition, when a boiler is off-line for service or repair, there is no back-up boiler available to continue supplying the necessary steam to the campus, which puts the State at risk for costly litigation. This contract will provide a temporary boiler to fulfill the need for steam heat during the winter months, when the demand for steam is at its highest peak while NHDOC works with the Department of Administrative Services to procure a permanent replacement boiler solution.

This Contract Agreement covers transportation costs, to include round-trip transportation, delivery, unloading equipment and hookup. Contractor will be responsible for startup and training NHDOC staff. Contractor shall be responsible for loading, disassembly and removal of the portable boiler after completion of the Agreement. Equipment rental is for the period beginning upon G&C approval through April 30, 2026. This includes emergency repair services during the rental period.

The Request for Bid (RFB) was posted on the NHDOC website: <https://www.corrections.nh.gov> and the Department of Administrative Services (DAS) website: <https://apps.das.nh.gov/bidscontracts/bids.aspx> for two and a half (2 ½) consecutive weeks. Four (4) potential Vendors were notified. It was cancelled with only one (1) bid and reposted. The RFB was posted again on the NHDOC website: <https://www.corrections.nh.gov> and the Department of Administrative Services (DAS) website: <https://apps.das.nh.gov/bidscontracts/bids.aspx> for two (2) consecutive weeks. Four (4) potential Vendors were notified. As a result of the RFB issuance, the same single Vendor responded by submitting their Bid in accordance with the RFB Terms and Conditions in the amount of \$204,005.00.

NHDOC has determined that the Vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the Agreement. Documents supporting these assertions are available at the agency, for review upon request.

Respectfully Submitted,

*For*   
\_\_\_\_\_  
William Ryan Hart, Jr.  
Commissioner

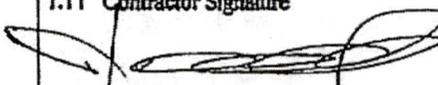
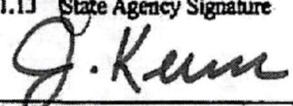
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Department of Corrections		1.2 State Agency Address P.O. Box 1806 64 South Street Concord, NH 03302	
1.3 Contractor Name RTH Mechanical Contractors, Inc. (VC #277973)		1.4 Contractor Address 17 Production Drive Dover, NH 03820	
1.5 Contractor Phone # 603-772-9779	1.6 Account Unit and Class 030-046-61130000-034- 500161	1.7 Completion Date April 30, 2026	1.8 Price Limitation \$204,005.00
1.9 Contracting Officer for State Agency Heidi Laramie Administrator		1.10 State Agency Telephone Number 603-271-1868	
1.11 Contractor Signature  Date: 11-25-25		1.12 Name and Title of Contractor Signatory Richard T. Hansell President	
1.13 State Agency Signature  Date: 11/26/25		1.14 Name and Title of State Agency Signatory William Ryan Hart, Jr. <i>Jessica Kuen</i> Commissioner <i>Acting Commissioner</i>	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: N/A Director, On: N/A			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: /s/ Michael Grandy On: 11/26/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

Contractor Initials   
Date 11-25-25

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

## 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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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.

*State of NH, Department of Corrections  
Temporary Boiler Agreement – NHSP-M  
NHDOC 2026-07*

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**EXHIBIT A**

**SPECIAL PROVISIONS**

There are no Special Provisions for RTH Mechanical Contractors, Inc.

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*State of NH, Department of Corrections  
Temporary Boiler Agreement – NHSP-M  
NHDOC 2026-07*

**EXHIBIT B**

**SCOPE OF WORK**

The following is a description of the Scope of Work provided by RTH Mechanical Contractors, Inc.

**1. LOCATION OF SERVICE:**

1.1. Service shall be performed at the following NHDOC location(s).

<b>Southern NH Department of Corrections Facilities</b>	
NH State Prison for Men (NHSP-M)	281 North State Street, Concord NH 03301

**2. GOVERNING TERMS AND CONDITIONS:**

2.1. Agreement completed and signed by Contractor's representative shall constitute Contractor's acceptance of all State of New Hampshire terms and conditions and shall legally obligate Contractor to these terms and conditions.

**3. CONTRACT TERM:**

- 3.1. The terms Agreement shall commence upon approval of the Governor and Executive Council, through April 30, 2026, a period of approximately five (5) months.
- 3.2. Agreement may be extended for up to an additional one (1) year thereafter under the same terms conditions and pricing structure upon the mutual agreement between the successful Contractor and the NHDOC Commissioner and/or the approval of the Governor and Executive Council.

**4. LIABILITY:**

4.1. The State shall not be held liable for any costs incurred by Contractor in the preparation of Agreement or for work performed prior to Agreement issuance.

**5. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

- 5.1. Confidential, commercial, or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to Contractor and considered confidential shall be clearly designated in the following manner:
- 5.2. Notwithstanding any provision of this Agreement to the contrary, proposed pricing shall be subject to public disclosure regardless of whether or not marked as confidential.

**6. TERMINATION:**

6.1. NHDOC shall have the right to terminate Agreement at any time with thirty (30) days' written notice to Contractor.

**7. CONTRACTOR CERTIFICATION:**

- 7.1. Contractor shall be duly registered as a Contractor authorized to conduct business in the State of New Hampshire.
- 7.2. STATE OF NEW HAMPSHIRE CONTRACTOR APPLICATION: If Applicable, to be eligible for a contract award, a Contractor must have a completed Contractor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee: <https://DAS.NH.Gov/Purchasing>).

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- 7.3. **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract, Contractor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire and in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State and to obtain a Certificate of Good Standing: <https://sos.nh.gov/corporation-division/>.
- 7.4. **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Contractor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. Additionally, any employee or approved subcontractor of the Contractor who will be performing work on NHDOC property shall be required to sign a Criminal Background Check Acknowledgment Form and an Acknowledgement of Prison Rape Elimination Act (PREA) Form. These forms shall be returned to the designated State agency prior to commencing any work.
- 7.5. **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Contractor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.
8. **CONTRACTOR RESPONSIBILITY:**
- 8.1. Contractor shall be solely responsible for meeting all terms and conditions specified in the Agreement.
- 8.2. It is Contractor's responsibility to forward a signed copy of any addendum requiring the Contractor's signature to NHDOC.
- 8.3. It is the responsibility of the Contractor to maintain any awarded contract and NH Vendor Registration with up-to-date contact information.
- 8.4. Contract-specific contact information (sales contact, contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 8.5. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.
9. **CONTRACT:**
- 9.1. Contractor shall complete the following sections of Appendix A (Agreement State of New Hampshire Form P-37).
- 9.1.1. Provide Certificate of Insurance (COI) indicating the coverage amounts required by Section 14 of the Form Number P-37.
- 9.1.2. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- 9.1.3. If the successful Contractor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

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*State of NH, Department of Corrections  
Temporary Boiler Agreement – NHSP-M  
NHDOC 2026-07*

**10. SPECIFICATIONS:**

10.1. Complete specifications required are detailed in the **SCOPE OF WORK** section of this Agreement. Contractor shall address all requirements for information as outlined herein.

**11. SCOPE OF SERVICES:**

- 11.1. Contractor shall provide a portable 350 hp natural gas-fired steam boiler capable of connecting to existing piping as shown in photos below, connecting to existing 480 volt three-phase power, and provide an operating pressure of 95-100 psi."
- 11.2. Contractor shall provide and include:
  - a. Transportation, delivery and pick up of portable boiler;
  - b. Startup and training of NHDOC staff;
  - c. Loading and unloading;
  - d. Hook up and disassembly; and
  - e. Equipment rental for the period upon Governor and Executive Council approval through April 30, 2026;
  - f. Emergency repair services during the rental period, if required.
- 11.3. Contractor shall provide a contact telephone number or other electronic means of communication available 24/7 for emergencies.
- 11.4. Contractor shall respond by phone to all emergency service calls within one (1) hour after report of occurrence.
- 11.5. Contractor shall provide a physical response to all emergency service calls within four (4) hours after report of occurrence.
- 11.6. Contractor shall notify NHDOC of any maintenance related issues that are discovered while performing maintenance and/or repair(s).
- 11.7. Contractor shall secure required permits, schedule inspections and be on site during inspections. Contractor shall ensure that inspections are made by the appropriate State and or local authority having jurisdiction. Contractor will invoice the State for the cost of the permit or inspection fees, at no additional markup.
- 11.8. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 11.9. Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all installation and services in accordance with the terms of the Agreement.
- 11.10. Contractor shall comply with pollution and environmental control requirements of authorities having jurisdiction.

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections  
NHSP-M*

*Temporary Boiler Agreement  
NHDOC 2026-07*

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Initials: *RJ*  
Date: *11-25-25*

State of NH, Department of Corrections  
Temporary Boiler Agreement – NHSP-M  
NHDOC 2026-07

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Illustration I – Temporary Boiler Line-Set I

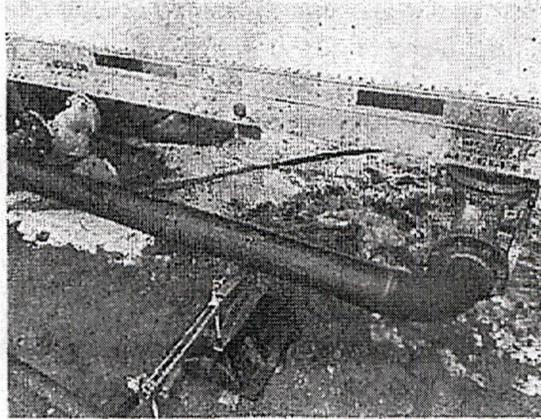


Illustration II – Temporary Boiler Line-Set II

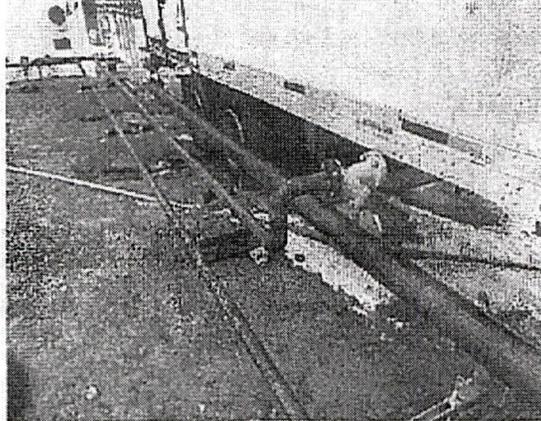
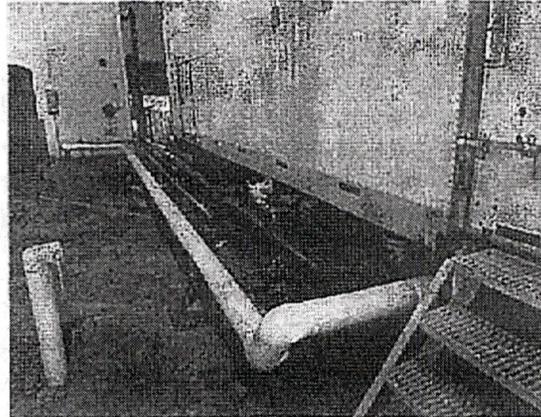


Illustration III – Temporary Boiler Line-Set III



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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

State of NH, Department of Corrections  
NHSP-M

Temporary Agreement  
NHDOC 2026-07

Initials: R.S.  
Date: 11-25-25

*State of NH, Department of Corrections  
Temporary Boiler Agreement – NHSP-M  
NHDOC 2026-07*

**EXHIBIT C**

**METHOD OF PAYMENT AND CONTRACT PRICE**

**1. BID PRICES:**

- 1.1. Bid prices are firm and shall remain fixed for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this Agreement. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added at any time. Any and all charges shall be built into the price at the time of the Bid. Unless otherwise specified, prices shall be Free On Board (F.O.B.) DESTINATION, (included in the Total Cost), which means delivered to a state agency's receiving dock or other designated point as specified in this Agreement or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.
- 1.2. Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price, the unit price shall be binding upon the Contractor".
- 1.3. Price decreases shall become effective immediately as they become effective to the general trade or the Contractor's best/preferred customer.

DESCRIPTION	TOTAL COST
Transportation cost, to include round-trip transportation, delivery, unloading, loading and removal of portable boiler	\$ 10,000.00
Hookup and disassembly, startup and training of NHDOC staff	\$ 89,317.00
Equipment rental for the period beginning upon Governor and Executive Council approval, through April 30, 2026, to include emergency repair services during the rental period	\$104,688.00
<b>TOTAL COST:</b>	<b>\$204,005.00</b>

**2. TERMS OF PAYMENT:**

- 2.1. Transportation costs shall be inclusive of fuel surcharges, vehicle maintenance, registration and required vehicle insurance.
- 2.2. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due date for monthly invoices will be the 15<sup>th</sup> following the month in which services are provided. Invoices shall be sent to the NH Department of Corrections, Financial Services, P.O. Box 1806, Concord, NH 03302, or designee, or [DOC-Fiancialservices@doc.nh.gov](mailto:DOC-Fiancialservices@doc.nh.gov) for approval. NHDOC may adjust the payment amount identified on a Contractor's monthly invoice. NHDOC shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by NHDOC.
- 2.3. NH Department of Corrections Bureau of Financial Services may issue payment to Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall contain the following information:
  - 2.3.1. Invoice date, number and facility;

Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

*State of NH, Department of Corrections  
Temporary Boiler Agreement – NHSP-M  
NHDOC 2026-07*

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- 2.3.2. Description of services rendered;
- 2.3.3. Dates of said service(2); and
- 2.3.4. Itemized service total charge.
- 2.4. Contractor shall submit to NHDOC any invoices for Temporary Boiler Agreement in a timely manner.
- 2.5. Payment shall be made to the name and address identified in the Agreement as "Contractor" unless: (a) 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 specified otherwise. Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618.

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Promoting Public Safety with Respect, Professionalism, Dedication and Courage as One Team

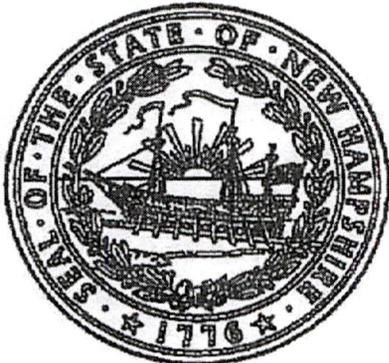
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RTH MECHANICAL CONTRACTORS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 19, 2008. 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: 596733

Certificate Number: 0007296465



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 30th day of September A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

Certificate of Authority # 1

(Corporation or LLC- Contract Specific, Date Specific)

Corporate Resolution

I, RICH HANSELL, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)

RTH Mechanical Contractors, Inc. I hereby certify the following is a true copy of a  
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 9-30-25  
(Month) (Day) (Year)  
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Richard T. Hansell President (may list more than  
(Name) (Title)

one person) is duly authorized to enter in contracts or agreement on behalf of

RTH Mechanical Contractors, Inc. with the State of New Hampshire  
(Name of Corporation or LLC)

and any of its agencies or departments and further is authorized to execute any documents which may in  
his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of  
the date of the contract to which this certificate is attached. I further certify that it is understood that the State of  
New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the  
position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits  
on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all  
such limitations are expressly stated herein.

DATED: 11-25-25

ATTEST: RICH HANSELL PRESIDENT  
(Name and Title)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/30/2025

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  
Arthur J. Gallagher Risk Management Services, LLC  
145 Otis Street  
Northboro MA 01532

CONTACT NAME: Krystyna Berry  
PHONE (A/C No., Ext): 800-333-7234 FAX (A/C No.): 617-328-8282  
E-MAIL ADDRESS: krystyna\_berry@ajg.com

INSURED  
RTH Mechanical Contractors, Inc.  
17 Production Drive  
Dover NH 03820

Licensed: 0688293  
EMCU0GA-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Phoenix Insurance Company	25823
INSURER B: Travelers Indemnity Company	26858
INSURER C: Travelers Property Casualty Company of America	25874
INSURER D: Malna Employers' Mutual Insurance Co	11149
INSURER E:	
INSURER F:	

### COVERAGES

CERTIFICATE NUMBER: 1311238231

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.

OPER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	DT-CO-4X418481-PHX-25	2/20/2025	2/20/2028	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-4X420161-28-28-G	2/20/2025	2/20/2028	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	Y	Y	CUP-4X422421-25-28	2/20/2025	2/20/2028	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5101800158	10/1/2025	2/20/2028	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Floater Leased/Rented Equipment			QT-630-7X681858-TIL-25	2/20/2025	2/20/2028	LIMIT \$ 2,500,000 LIMIT \$ 280,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Workers Compensation Excluded Officer: Richard Hensell.  
Additional Insured status applies on a Primary and Non-Contributory Basis on General Liability (for ongoing and completed operations), Automobile Liability and Umbrella Liability where required by written contract. Waiver Of Subrogation applies in favor of the additional insured(s) on the General Liability, Automobile Liability, and Umbrella Liability where required by written contract. Umbrella is follow form over General Liability, Automobile Liability, and Employers Liability.  
TEMPORARY BOILER LEASE - NHSP-M  
RFB NHDOC 2028-07  
281 North State Street, Concord NH 03301

### CERTIFICATE HOLDER

### CANCELLATION

NH Department of Corrections  
281 North State Street  
Concord NH 03301

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

NH DEPARTMENT OF CORRECTIONS  
ADMINISTRATIVE RULES

Cor 307 Items Considered Contraband. Contraband shall consist of:

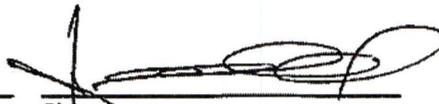
- a) Any substance or item whose possession is unlawful for the person or the general public possessing it including but not limited to:
  - (1) narcotics
  - (2) controlled drugs or
  - (3) automatic or concealed weapons possessed by those not licensed to have them.
- b) Any firearm, simulated firearm, 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 stored in a secured vehicle:
  - (1) knives and knife-like weapons, clubs and club-like weapons,
  - (2) tobacco, alcohol, drugs including prescription drugs unless prior approval is granted in writing by the facility Warden/designee, or Director/designee,
  - (3) maps of the prison vicinity or sketches or drawings or pictorial representations of the facilities, its grounds or its vicinity,
  - (4) pornography or pictures of visitors or prospective visitors undressed,
  - (5) radios capable of monitoring or transmitting on the police band in the possession of other than law enforcement officials,
  - (6) identification documents, licenses and credentials not in the possession of the person to whom properly issued,
  - (7) 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,
  - (8) 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.

Richard T. Hansell  
Name

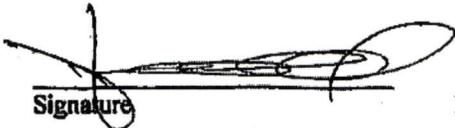
  
Signature

11-25-25  
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 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 NH Department of Corrections property.
3. Possession of any item considered to be contraband as defined in the New Hampshire code of Administrative Rules, Part 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.

Richard T. Hansell  
Name

  
Signature

11-25-25  
Date

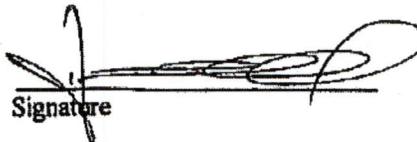
NH DEPARTMENT OF CORRECTIONS  
CONFIDENTIALITY OF INFORMATION AGREEMENT

I understand and agree that all employed by the organization/agency I represent must abide by all rules, regulations and laws of the State of New Hampshire and the NH Department of Corrections that relate to the confidentiality of records and all other privileged information.

I further agree that all employed by or subcontracted through the organization I represent are not to discuss any confidential or privileged information with family, friends or any persons not professionally involved with the NH Department of Corrections. If inmates or residents of the NH Department of corrections, or, anyone outside of the NH Department of Corrections' employ approaches any of the organization's employees or subcontractors and requests information, the staff/employees of the organization I represent will immediately contact their supervisor, notify the NH Department of Corrections, and file an incident report or statement report with the appropriate NH Department of Corrections representative.

Any violation of the above may result in immediate termination of any and all contractual obligations.

Richard T. Hansell  
Name

  
Signature

11-25-25  
Date

**NH DEPARTMENT OF CORRECTIONS  
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. 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. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- b. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- c. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- d. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- e. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- f. "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.
- g. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- h. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- i. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j. "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.
- k. 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.

**(2) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 immediately notify Business Associate 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 on the 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, of which it becomes aware, within two (2) business days of becoming aware of such unauthorized use or disclosure or security incident.

b. Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of protected health information, in electronic or any other form, that it creates, receives, maintains or transmits under this Agreement, in accordance with the Privacy and Security Rules, to prevent the use or disclosure of PHI other than as permitted by the Agreement.

c. 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.

d. 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)b and (3)k herein. 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 provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

e. 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.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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 standard provision #10 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, as 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 and 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 k, the defense and indemnification provisions of section 3.d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT.

State of NH-Department of Corrections  
State of New Hampshire Agency Name

J. Kunn  
Signature of Authorized Representative

William Ryan Hart, Jr.  
Authorized DOC Representative Name

Commissioner  
Authorized DOC Representative Title

11/26/2025  
Date

RTH Mechanical Contractors, Inc.  
Contractor Name

[Signature]  
Contractor Representative Signature

Richard T. Hansell  
Authorized Contractor Representative Name

President  
Authorized Contractor Representative Title

11-25-25  
Date



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS

**ACKNOWLEDGEMENT OF PRISON RAPE ELIMINATION ACT EDUCATION /  
INFORMATION PURSUANT TO PPD 379.00 and 28 CFR 115.32 FOR LEVEL III  
CONTRACTORS & NH STATE EMPLOYEES<sup>1</sup>**

The Prison Rape Elimination Act (PREA) is a federally mandated initiative to prisons, jails, and those who supervise offenders in the community to establish a zero - tolerance policy against sexual assault on residents within those systems. PREA incidents involve the following conduct:

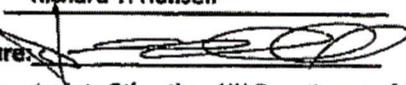
- Resident-on-resident sexual assault, sexual harassment, or abusive sexual contact; and,
- Staff sexual abuse, sexual harassment

PREA aims to curb prison rape through a "zero tolerance" policy, as well as through research and information gathering. The New Hampshire Department of Corrections (NHDOC) has zero tolerance relating to the sexual assault/rape of residents and recognizes residents who are sexually abused or sexually harassed as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" policy to the following:

- Contractor/subcontractor sexual abuse, sexual harassment, and/or assault of a resident
- Other State agency employee sexual abuse, sexual harassment, and/or assault of a resident

As a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, I acknowledge that I have been provided information on the Prison Rape Elimination Act (PREA), and have been informed that as a contractor and/or subcontractor of the NHDOC, or the employee of another agency of the State of New Hampshire, sexual conduct between myself and a resident is prohibited. Sexual harassment or sexual misconduct involving a resident may also be a violation of RSAs 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As contractor and/or subcontractor of the NHDOC, or another agency of the State of New Hampshire, I understand that I shall inform all employees of the contractor and/or subcontractor, or employees of another state agency, to adhere to all policies relating to: PREA, RSAs 632-A:2, 632-A:3 and 632-A:4, and the departmental policies including NHDOC PPD 379, NHDOC Administrative Rules, Conduct and Confidentiality information regarding my conduct, reporting of incidents and treatment of those under supervision of the NH Department of Corrections (Ref. RSA Chapter 632-A, NHDOC PPD 379 and Administrative Rules, Rules of Conduct for persons Providing Contract Services, Confidentiality of Information Agreement).

Name: Richard T. Hansell Date: 11-25-25  
Signature:  Company/Organization: RTH Mechanical Contractors, Inc.

<sup>1</sup> All Departments Other than NH Department of Corrections employees



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF CORRECTIONS  
DIVISION OF ADMINISTRATION  
P.O. BOX 1806  
CONCORD, NH 03302-1806  
603-271-5810 FAX: 888-908-6609  
TDD ACCESS: 1-800-785-2964  
www.nh.gov/nhdoc

WILLIAM RYAN HART, JR.  
COMMISSIONER

LISA M. STONE  
DIRECTOR

**PRISON RAPE ELIMINATION ACT  
ACKNOWLEDGEMENT FORM**

The Prison Rape Elimination Act (PREA) of 2003 (with Final Rule August 2012) is a federal law established to address the elimination and prevention of sexual assault and sexual harassment within correctional systems and detention facilities. This Act applies to all correctional facilities, including prisons, jails, juvenile facilities and community corrections residential facilities. PREA incidents involve the following conduct:

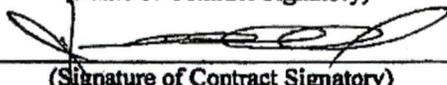
- Resident-on-resident sexual assault
- Resident-on-resident abusive sexual contact
- Staff sexual misconduct
- Staff sexual harassment, assault of a resident

The act aimed to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. The NH Department of Corrections has zero tolerance relating to the sexual assault/rape of offenders and recognizes these offenders as crime victims. Due to this recognition and adherence to the federal Prison Rape Elimination Act (PREA) of 2003, the NH Department of Corrections extends the "zero tolerance" to the following:

- Contractor/subcontractor misconduct
- Contractor/subcontractor harassment, assault of a resident

As a Contractor and/or Subcontractor of the NH Department of Corrections, I acknowledge that I have been provided information on the Prison Rape Elimination Act of 2003 Public Law 108-79—Sept. 4, 2003 and have been informed that as a Contractor and/or Subcontractor of the NH Department of Corrections, sexual conduct between Contractor and/or Subcontractor and offenders is prohibited. Sexual harassment or sexual misconduct involving an offender can be a violation of NH RSA 632-A:2, 632-A:3 and 632-A:4, Chapter 632-A: Sexual Assault and Related Offenses, and result in criminal prosecution.

As a Contractor and/or Subcontractor of the NH Department of Corrections, I understand that I shall inform all employees of the Contractor and/or Subcontractor to adhere to all policies concerning PREA, RSA 632-A:2, RSA 632-A:3, RSA 632-A:4 and departmental policies including NHDOC Administrative Rules, Conduct and Confidentiality Information regarding my conduct, reporting of incidents and treatment of those under the supervision of the NH Department of Corrections. (Ref. RSA Chapter 632-A, and Administrative Rules, Rules of Conduct for Persons Providing Contract Services, Confidentiality of Information Agreement).

Name (print): Richard T. Hansell Date: 11-25-25  
(Name of Contract Signatory)  
Signature:   
(Signature of Contract Signatory)