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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
HAMPSTEAD HOSPITAL & RESIDENTIAL TREATMENT FACILITY

Lori A. Weaver
Commissioner

Melisa A. St. Cyr
Interim CEO

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September 27, 2023

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, Hampstead Hospital and Residential Treatment Facility, to enter into a contract with Advanced Prep-Coat, Inc. (VC #466638), Putnam, CT, in the amount of \$32,200 for exterior preparation, coating and repair services for one (1) 6,000 gallon capacity outside oil storage tank, and one attached steel secondary containment unit located on the premises at Hampstead Hospital and Residential Treatment Facility, effective upon Governor and Council approval through June 30, 2024. 100% Other Funds (Agency Income.)

Funds are available in the following account for State Fiscal Year 2024, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-98-980010-2648000 Health and Social Services, Dept. of Health and Human SVCS, Hampstead Hospital, Hampstead Hospital Operations

| State Fiscal Year | Class / Account | Class Title | Job Number | Total Amount |
|-------------------|-----------------|-----------------------------------|--------------|-----------------|
| 2024 | 048-500226 | Contractual Maintenance Build-Grn | 98004700 | \$32,200 |
| | | | Total | \$32,200 |

EXPLANATION

The purpose of this request is provide exterior preparation, coating and repair services for one (1) 6,000 gallon capacity outside oil storage tank measuring eight (8) feet in diameter by sixteen (16) feet in length, and one (1) attached steel secondary containment unit measuring ten (10) feet, nine (9) inches in width, twenty (20) feet nine (9) inches in length, and four (4) feet, two (2) inches in height, with a steel pitched containment cover, and support legs, located on the premises at Hampstead Hospital and Residential Treatment Facility. In addition, the Contractor will perform an inspection of the tank and secondary containment, and provide the estimated cost for time and materials to make identified necessary repairs. Upon approval by the Department, the Contractor will make necessary repairs to the storage tank and/or secondary containment unit.

The Department will monitor services by:

- Overseeing the Contractor's activities while on the premises at Hampstead Hospital and Residential Treatment Facility.
- Conducting a final walk around at the worksite with the Contractor when the job is complete.
- Reviewing a completion report provided by the Contractor.

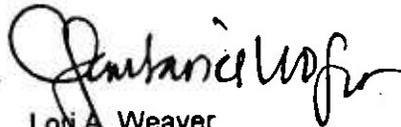
The Department selected the Contractor through a competitive bid process using a Request for Bids (RFB) that was posted on the Department's website from June 14, 2023 through July 14, 2023. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

Should the Governor and Council not authorize this request, the Department may not be able to complete the necessary coating work on the outside oil tank at Hampstead Hospital and Residential Treatment Facility, which may result in corrosion to the tank, and a possible future failure.

Area served: Hampstead Hospital and Residential Treatment Facility.

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

Respectfully submitted,



Lori A. Weaver
Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # **RFB-2024-HH-02-EXTER**

Project Title **Exterior Oil Tank Painting and Repair Services**

| | | | |
|-----------------------|--------------------|---------------------|--|
| | Advanced Prep-Coat | AmTech Coatings LLC | Pittsburg Tank & Tower Maintenance Co., Inc. |
| Technical | | | |
| TOTAL COST BID | \$32,200 | \$35,280 | \$75,772 |

Subject: Exterior Oil Tank Painting and Repair Services RFB-2024-HH-02-EXTER -01

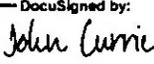
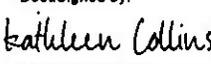
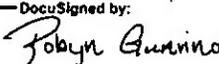
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Advanced Prep-Coat, Inc. | | 1.4 Contractor Address 63B School St. Putnam, CT 06260 | |
| 1.5 Contractor Phone Number 508-450-2686 | 1.6 Account Unit and Class 05-95-98-980010-2648000-048-500226 | 1.7 Completion Date June 30, 2024 | 1.8 Price Limitation \$32,200 |
| 1.9 Contracting Officer for State Agency Robert W. Moore, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature <small>DocuSigned by:</small>  Date: 8/29/2023 | | 1.12 Name and Title of Contractor Signatory John Currie Treasurer | |
| 1.13 State Agency Signature <small>DocuSigned by:</small>  Date: 8/29/2023 | | 1.14 Name and Title of State Agency Signatory Kathleen Collins CEO | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/27/2023 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

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.

Contractor Initials NC
Date 8/29/2023

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.

**New Hampshire Department of Health and Human Services
Exterior Oil-Tank Painting and Repair Services**

EXHIBIT A

Revisions to Standard Agreement Provisions

1.1. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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.

**New Hampshire Department of Health and Human Services
Exterior Oil Tank Painting and Repair Services**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor must provide exterior preparation, and coating services for one (1) 6,000 gallon capacity outside oil storage tank measuring eight (8) feet in diameter by sixteen (16) feet in length, located on the premises at Hampstead Hospital and Residential Treatment Facility (HHRTF, hereinafter referred as the worksite.)
- 1.2. The Contractor must provide exterior and interior preparation and coating for one (1) attached steel secondary containment unit measuring ten (10) feet, nine (9) inches in width, twenty (20) feet nine (9) inches in length, and four (4) feet, two (2) inches in height, with a steel pitched containment cover, and support legs.
- 1.3. The Contractor must perform an inspection of the 6,000 gallon capacity outside oil storage tank and the attached steel secondary containment unit, and provide the estimated cost for time and materials to make identified necessary repairs, including replacing one two (2) inch ball valve on the drainpipe to the secondary containment unit. The Department reserves the right to provide replacement parts, if applicable, including one two (2) inch ball valve.
- 1.4. Upon approval by the Department, the Contractor must make necessary repairs to the storage tank and/or secondary containment unit.
- 1.5. The Contractor must provide all labor, materials, and equipment necessary to complete the services, notwithstanding the Department's right to provide replacement parts. The Contractor must:
 - 1.5.1. Schedule all services to be completed at the worksite at dates and times approved by the Department.
 - 1.5.2. Ensure the purposes of the scheduled visits include, but are not limited to:
 - 1.5.2.1. Inspections and preparation of the storage tank and secondary containment unit.
 - 1.5.2.2. Deliveries.
 - 1.5.2.3. Cleaning and maintenance.
 - 1.5.2.4. Removal of materials, tools, and equipment.
 - 1.5.3. Remove all loose rust and scale with wire brushes, hand scrapers, and/or sandblasting, in accordance with The Society for Protective Coatings Surface Preparation Specification #2 (SSPC-SP 2), as approved by the Department.

**New Hampshire Department of Health and Human Services
Exterior Oil Tank Painting and Repair Services**

EXHIBIT B

- 1.5.4. Remove all adhesive decals from the exterior of the tank and secondary containment unit.
- 1.5.5. Prime the exterior of the tank and secondary containment unit, and apply one coat of DTM (direct to metal) exterior paint that is resistant to oil, to be approved by the Department.
- 1.5.6. Prime the interior of the secondary containment unit, including the part of the tank that is inside the secondary containment unit, but excluding the inside of the pitched cover, with a paint that is resistant to immersion in oil, and apply one coat of DTM exterior paint that is resistant to immersion in oil, to be approved by the Department.
- 1.5.7. Reattach new adhesive decals to the tank and secondary unit, to be provided by the Department.
- 1.5.8. Clean the worksite and remove debris from the worksite.
- 1.6. The Contractor must ensure all employees assigned to perform work under this agreement possess the necessary knowledge and ability to perform assigned work.
- 1.7. The Contractor must provide a copy of all required licenses and permits upon the request of the Department.
- 1.8. The Contractor must provide a Safety Data Sheet, in accordance with the United States Department of Labor Occupational Safety and Health Administration Hazard Communication Standard (HCS) (29 CFR 1910.1200(g)) to the Department upon request for all materials at the worksite, including, but not limited to:
 - 1.8.1. Paint.
 - 1.8.2. Solvents.
 - 1.8.3. Oils.
 - 1.8.4. Epoxy.
 - 1.8.5. Gases.
- 1.9. The Contractor must conduct a final walk around at the worksite with an individual designated by the Department, and submit a completion report in a format specified by the Department.
- 1.10. Background Checks
 - 1.10.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:
 - 1.10.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence

**New Hampshire Department of Health and Human Services
Exterior Oil Tank Painting and Repair Services**

EXHIBIT B

of behavior that could endanger individuals served under this Agreement;

1.10.1.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.10.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.11. Confidential Data

1.11.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.11.2. The Contractor must ensure any individuals involved in delivering services through the resulting contract(s) sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

2. Exhibits Incorporated

2.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit D, Hampstead Hospital and Residential Treatment Facility Statement of Confidentiality.

2.2. The Contractor must ensure all personnel provided comply with and sign New Hampshire Hospital's Confidentiality Agreement prior to commencing work.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. 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

**New Hampshire Department of Health and Human Services
Exterior Oil Tank Painting and Repair Services**

EXHIBIT B

and expenditure requirements under this Agreement so as to achieve compliance therewith.

4. Records

- 4.1. The Contractor must keep records that include, but are not limited to:
 - 4.1.1. 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.
 - 4.1.2. 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.
- 4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.
- 4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

**New Hampshire Department of Health and Human Services
Exterior Oil Tank Painting and Repair Services**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Other funds (Agency Income.)
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Contractor, based on criteria in 2 CFR 200.331.
3. The Department shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. The Department shall pay the Contractor a flat fee of \$28,800 for inspection, preparation, and painting services provided in accordance with Exhibit B, Scope of Services, Section 1, Statement of Work; after completion of services and approval by the Department.
5. The Department shall pay the Contractor \$340 per hour for repair work, to be approved by the Department prior to work commencing.
6. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 6.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 6.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 6.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 6.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 6.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 6.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to Shaun.E.Qualter@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

**New Hampshire Department of Health and Human Services
Exterior Oil Tank Painting and Repair Services**

EXHIBIT C

7. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
8. The final invoice and supporting documentation for authorized expenses 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.
9. 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.
10. Audits
 - 10.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 10.2. 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.
 - 10.3. 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.
 - 10.4. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 10.5. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.
 - 10.5.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 10.6. 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.

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Exterior Oil Tank Painting and Repair Services**

EXHIBIT C

10.7. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

^{DS}
JC

New Hampshire Department of Health and Human Services
Exterior Oil Tank Painting and Repair Services



Exhibit D

HAMPSTEAD HOSPITAL AND RESIDENTIAL TREATMENT FACILITY STATEMENT OF CONFIDENTIALITY

Your work at Hampstead Hospital and Residential Treatment Facility (HHRTF) may cause you to unintentionally see or overhear confidential information health information about a patient. Each patient at HHRTF has a right to confidentiality, and to the privacy of their clinical information. That right extends to the fact of their hospitalization. Any information (spoken or in writing) that identifies, potentially identifies, or is about a specific patient may be shared among individuals that have a need to know and only insofar as it is necessary for the patient's treatment or in the course of professional education. In addition, this information must be kept secure at all times, may not be placed in or recorded by personal electronic hardware or software, and shall be protected from any potential breach. Under no other circumstances may information be shared unless an authorization is given by law, by the patient/legal representative, or when a clear medical emergency exists.

All those having a relationship with HHRTF (students, consultants, contractors and volunteers) are under equal obligation to treat as confidential and to use safeguards to keep secure, any information they may have access to or acquire, by any means, about a patient or former patient. Any breach of confidentiality is a serious offense, violates the federal Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and may be grounds for legal action or termination of a business relationship.

I, _____, have read, understand and
(Print name)
agree to abide by the provisions of this statement.

Signature

Date signed

Contractor Initials NC^{DS}

Date 8/29/2023

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 ADVANCED PREP-COAT INC. is a Connecticut Profit Corporation registered to transact business in New Hampshire on September 18, 2023. 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: 941369

Certificate Number: 0006325622



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of September A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Margaret Peltier

hereby certify that:

Name of the elected Officer of the Corporation/LLC cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Advanced Prep Coat, Inc
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 29, 2023 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That John Currie (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of _____ to enter into contracts or agreements with the State
(Name of Corporation/ LLC)
Advanced PrepCoat, Inc

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. 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/contract amendment to which this certificate is attached. This authority was valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority. 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 August 29, 2023

Margaret Peltier
Margaret Peltier
Clerk

