

ARC  
19



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
NEW HAMPSHIRE HOSPITAL

Lori A. Weaver  
Commissioner  
  
Ellen M. Lapointe  
Chief Executive Officer

36 CLINTON STREET, CONCORD, NH 03301  
603-271-5300 1-800-852-3345 Ext. 5300  
Fax: 603-271-5395 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 4, 2024

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enter into a **Sole Source** contract with Metro Walls, Inc. (VC #489514), Manchester, NH, in the amount of \$41,180 for installation of new heavy-duty grid and metalworks secure perforated ceiling systems at New Hampshire Hospital, effective upon Governor and Council approval through December 31, 2024. 100% Other Funds (Intragency funds.).

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

**05-95-094-940010-87500000 Health and Social Services, Department of Health and Human Services, Department of HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	048-500226	Contracts Repairs; Bldg. Grounds	94035009	\$41,180
			<b>Total</b>	<b>\$41,180</b>

**EXPLANATION**

This request is **Sole Source** because the Contractor recently installed secure ceilings as part of the Integrated Facility for E&F Unit renovations at New Hampshire Hospital. The Department subsequently identified the need to install the same secure ceilings in the two-unit cafeterias, which are highly vulnerable in terms of patient access relative to other areas of the unit, and were inadvertently omitted from the original project. The Department has confirmed the Contractor has the necessary materials available and can accommodate rapid completion of these required installations within the shortest amount of time. This request will also allow the Department to benefit from the Contractor's demonstrated ability to work onsite in the Acute

Psychiatric Unit at New Hampshire Hospital and maintain project continuity and the same warranties for all new secure ceiling systems.

The purpose of this request is for the Contractor to provide new heavy-duty grid and metalworks perforated secure ceiling systems in the cafeterias in Units E and F of the Acute Psychiatric Facility at New Hampshire Hospital.

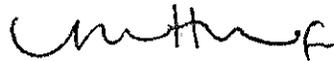
The Department will monitor services by overseeing the installation of the secure ceiling systems by the Contractor while they are working onsite at New Hampshire Hospital.

Should the Governor and Council not authorize this request, the Department will not have the necessary secure ceilings in the cafeterias in Units E and F of the Acute psychiatric Facility, which are vulnerable in terms of patient access relative to other areas of the unit.

Area served: Statewide.

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

Respectfully submitted,



Lori A. Weaver  
Commissioner

**Subject:** Secure Ceiling Installation Services SS-2024-NHH-08-SECUR-01

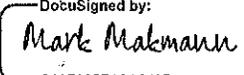
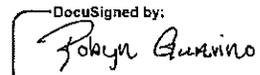
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Metro Walls, Inc.		<b>1.4 Contractor Address</b> 160 Bouchard Street, Manchester, NH 03103	
<b>1.5 Contractor Phone Number</b> 603-668-2648	<b>1.6 Account Unit and Class</b> TBD	<b>1.7 Completion Date</b> 12/31/2024	<b>1.8 Price Limitation</b> \$41,180
<b>1.9 Contracting Officer for State Agency</b> Robert W. Moore, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9631	
<b>1.11 Contractor Signature</b> DocuSigned by:  Date: 5/31/2024 <small>C60E985EACA243D</small>		<b>1.12 Name and Title of Contractor Signatory</b> Mark Makmann  CFO	
<b>1.13 State Agency Signature</b> DocuSigned by:  Date: 6/4/2024 <small>46896801F0E8428...</small>		<b>1.14 Name and Title of State Agency Signatory</b> Ellen Lapointe  Chief Executive Officer	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 6/4/2024 <small>745734644841400...</small>			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  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.

## 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  
Secure Ceiling Installation Services**

**EXHIBIT A**

---

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and 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  
Secure Ceiling Installation Services**

**EXHIBIT B**

**Scope of Services**

**1. Statement of Work**

- 1.1. The Contractor must furnish and install approximately 800 square feet of new heavy-duty grid and metalworks perforated secure ceiling systems in the cafeterias in Units E and F at New Hampshire Hospital. The brand, design and installation plan of the secure ceiling systems must be approved in advance by the Department.
- 1.2. The Contractor must complete the ceiling installations one unit at a time, in an order to be determined by the Department.
- 1.3. The Contractor will complete a final walkthrough with the Department upon completion of work in the first unit.
- 1.4. The Contractor must provide all strut hangers, brackets, panels, insulation, hardware, and any other materials required to complete the work. All materials must be approved by the Department.
- 1.5. The Contractor must use a compression strut system to hang the ceiling panels, to be approved by the Department.
- 1.6. The Contractor must ensure each installed security panel includes insulation, to be approved by the Department.
- 1.7. The Contractor must install up to twenty (20) access panels, to be provided by the Department. The Contractor must install up to ten (10) access panels in E Unit, and up to ten (10) access panels in F Unit, at locations in the ceiling to be approved by the Department.
- 1.8. The Contractor must participate in reviews of the work in progress, as scheduled by the Department.
- 1.9. The Contractor must schedule work with approval by the Department. Work hours are Monday through Friday, 7:00 AM to 4:00 PM, excluding state and federal holidays.
- 1.10. The Contractor must remove all tools, debris, and waste materials from the work area at the end of each shift.
- 1.11. The Contractor must provide protective covering for furniture and countertops in the work area, to catch dust and debris caused by the overhead work.
- 1.12. The Contractor must participate in a final walkthrough of the worksite, including both completed units and any other work areas identified by the Department, including staging and disposal areas, after the work in the second unit is complete.
- 1.13. The Contractor must provide personal protective equipment to its employees

**New Hampshire Department of Health and Human Services  
Secure Ceiling Installation Services**

**EXHIBIT B**

working on the jobsite that is specific to the tasks performed.

- 1.14. The Contractor must be aware of and participate in the NHH procedures for:
  - 1.14.1. Natural disasters.
  - 1.14.2. Fire and emergency situations, including:
    - 1.14.2.1. Safe locations;
    - 1.14.2.2. Exit routes; and
    - 1.14.2.3. Methods for accounting for employees.
- 1.15. The Contractor must ensure:
  - 1.15.1. Each employee working at NHH safeguards the confidentiality of all records, and individuals at NHH, as required by state rule, state, and federal law.
  - 1.15.2. Each employee assigned to work on the premises onsite completes Appendix A, Statement of Confidentiality, prior to arriving at NHH.
  - 1.15.3. Each employee completes a 30-minute NHH orientation regarding workplace safety, patient confidentiality, and boundaries.
- 1.16. The Contractor agrees to complete all work related to the ceiling installations specified above no later than August 31, 2024, unless otherwise approved by the Department.
- 1.17. In the event necessary work in addition to the requirements specified in this Exhibit B, Scope of Work is identified, the Contractor must submit a quote for the additional work to the Department, and any such additional work must be approved in writing by the Department in advance.
- 1.18. Warranty
  - 1.18.1. Except as otherwise specified, the Contractor shall guarantee all new parts and labor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of acceptance of work by the Department.
  - 1.18.2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which in the opinion of the Department is rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract must, the Contractor shall:
    - 1.18.2.1. Place in satisfactory condition in every particular, all such guaranteed work and correct all defects therein;

**New Hampshire Department of Health and Human Services  
Secure Ceiling Installation Services**

**EXHIBIT B**

1.18.2.2. Make good all damage to the building or site, or equipment or contents thereof, which in the opinion of the Contract Administrator, is the result of the use of materials, equipment, or workmanship, which are inferior, defective, or not in accordance with the terms of this contract; and

1.18.2.3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

**1.19. Background Checks**

1.19.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.19.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement; and

1.19.1.2. 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.

**1.19.2. Workspace Requirement**

1.19.2.1. The Department will work with Contractor to determine requirements for providing necessary workspace, including areas for storing tools, equipment, and materials.

**2. Additional Terms**

**2.1. Impacts Resulting from Court Orders or Legislative Changes**

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

**3. Records**

3.1. The Contractor must keep records that include, but are not limited to:

3.1.1. 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.

DS  
MM

**New Hampshire Department of Health and Human Services  
Secure Ceiling Installation Services**

**EXHIBIT B**

---

- 3.1.2. 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.
- 3.2. 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.
- 3.3. 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  
Secure Ceiling Installation Services**

**EXHIBIT C**

**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% Other funds (Intragency funds).
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. Payment for services provided in the fulfillment of this Agreement will be made at the flat, fixed all-inclusive rate of \$31,180 for all materials, labor, and other associated items necessary to meet the requirements as specified in Exhibit B, Scope of Work, as follows:
  - 3.1. \$15,590 will be paid upon completion of the first cafeteria ceiling installation, as described in Exhibit B, Scope of Work, and written acceptance by the Department.
  - 3.2. \$15,590 will be paid upon completion of the second cafeteria ceiling installation, as described in Exhibit B, Scope of Work, and written acceptance by the Department.
4. In the event necessary work in addition to the requirements specified in Exhibit B, Scope of Work is identified, the Contractor must submit a quote for the additional work to the Department, and any such additional work must be approved in writing by the Department in advance, not to exceed \$10,000.
5. The Contractor shall submit invoices with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services are completed, in accordance with Sections 3 and 4 above.
6. 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 [NHHFinancialServices@dhhs.nh.gov](mailto:NHHFinancialServices@dhhs.nh.gov) or mailed to:

*MM*

**New Hampshire Department of Health and Human Services  
Secure Ceiling Installation Services**

**EXHIBIT C**

Financial Manager  
Department of Health and Human Services  
36 Clinton St.  
Concord, NH 03301

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 18 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](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:
    - 10.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
    - 10.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.
    - 10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
  - 10.2. 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](mailto: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.
    - 10.2.1. 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.

**New Hampshire Department of Health and Human Services  
Secure Ceiling Installation Services**

**EXHIBIT C**

---

- 10.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 10.4. 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.



New Hampshire Department of Health and Human Services  
Building Automation Systems Maintenance and Repair Services

Appendix A

---

**NEW HAMPSHIRE HOSPITAL**  
**STATEMENT OF CONFIDENTIALITY**



---

Your work at New Hampshire Hospital may cause you to unintentionally see or overhear confidential health information about a patient. Each patient at New Hampshire Hospital 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 New Hampshire Hospital (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



# State of New Hampshire

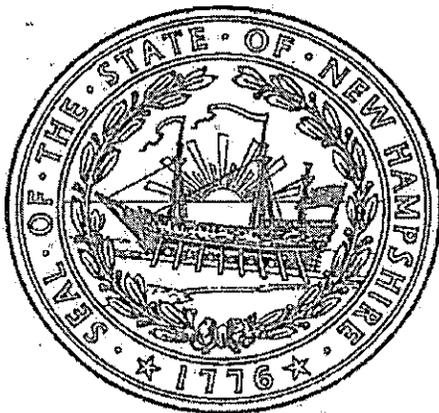
## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that METRO WALLS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 22, 2005. 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: 532003

Certificate Number: 0006691047



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 17th day of May A.D. 2024.

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

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

I, Bryan Hussey, 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 Metro Walls, 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 May 14th, 2024, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

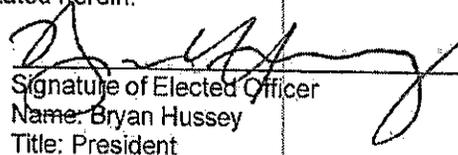
**VOTED:** That Mark Makmann - CFO (may list more than one person)  
(Name and Title of Contract Signatory)

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

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: 5/14/24

  
Signature of Elected Officer  
Name: Bryan Hussey  
Title: President

