



State of New Hampshire
Department of Health and Human Services

REQUEST FOR BID

FOR

Exterior Oil Tank Painting and Repair Services

RFB-2024-HH-02-EXTER

RELEASE DATE: June 14, 2023

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

1. PURPOSE AND OVERVIEW

1.1. Introduction

The New Hampshire Department of Health and Human Services, Hampstead Hospital and Residential Treatment Facility (“Department”) is seeking responses to this Request for Bids from qualified Bidders to provide exterior coating and repair services for one (1) 6,000 gallon capacity outside oil tank measuring eight (8) feet in diameter by sixteen (16) feet in length, in compliance with The Society for Protective Coatings’ Surface Preparation Specification #2 (SSPC-SP 2), and 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. The tank and secondary containment unit are located on the grounds of Hampstead Hospital and Residential Treatment Facility (HHRTF) at 218 East Road in Hampstead, New Hampshire.

The Department anticipates awarding one (1) contract for the services in this solicitation.

1.2. Key Information

The information in the table below is as anticipated by the Department. All information is subject to change, the availability of funds, and/or approval by the Governor and Executive Council.

Contract Effective Date	August 1, 2023	
Contract End Date	June 30, 2024	
Renewal Options	The Department may extend contracted services for up to one (1) additional year.	
Funding Source	The Department anticipates using 100% Other funds (Agency Fees) for the resulting contract.	
	Assistance Listing #	Not Applicable
	Award Name	Not Applicable
Point of Contact	Dean B. Fancy, Contract Specialist Dean.B.Fancy@dhhs.nh.gov 603-271-9610	
From the date of release of this solicitation until an award is made and announced regarding the selection of a Bidder, all communication with personnel employed by or under contract with the Department regarding this solicitation is prohibited unless first approved by the Point of Contact listed above. Department employees have been directed not to hold conferences and/or discussions concerning this solicitation with any potential contractor during the selection process, unless otherwise authorized by the Point of Contact. Bidders may be disqualified for violating this restriction on communications.		

1.3. Procurement Timetable

All times are according to Eastern Time. The Department reserves the right to modify these dates and times at its sole discretion.		
Item	Action	Date

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1.	RFB Released	6/14/2023
2.	Letter of Intent Submission Deadline (optional)	6/19/2023
3.	Deadline to Register for Site Walk-Through	June 23, 2023 at 2:00 PM
4.	Site Walk-Through (optional)	June 26, 2023 at 9:00 AM
5.	Questions Submission Deadline	6/26/2023 10:00 PM
6.	Department Response to Questions Published	7/10/2023
7.	Bid Submission Due Date	7/14/2023 10:00 AM
8.	Public Bid Opening <i>(Bidders interested in attending the Public Bid Opening must register with the Sole Point of Contact in Subsection 1.2 by email no later than 7/10/2023 at noon to obtain information on how to attend the opening.)</i>	7/14/2023 1:00 PM

1.4. Background

1.4.1. New Hampshire Department of Health and Human Services, Hampstead Hospital and Residential Treatment Facility

1.4.1.1. The Department of Health and Human Services is the largest state government agency in New Hampshire and is responsible for the health, safety and well-being of the citizens of New Hampshire. The Department provides services for children, adults, and families, and administers various programs throughout New Hampshire. These services are provided via contracts or partnerships with families, community groups, private providers, other state and local government entities, and many citizens throughout the state. The Department also makes behavioral health services available through community mental health centers and institutions such as HHRTF.

1.4.1.2. HHRTF is an accredited State of New Hampshire specialty hospital that serves the acute psychiatric and substance related disorder needs of children, adolescents, and young adults. The primary goal of hospitalization is to stabilize patients with extremely challenging psychiatric, behavioral, or substance related disorders by providing trauma-informed, patient and family centered mental health treatment in an accepting and supportive environment, to facilitate a rapid return to their pre-hospital living situation.

2. STATEMENT OF WORK

2.1. Scope of Services

- 2.1.1. The selected Bidder must 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, located on the premises at HHRTF (hereinafter referred as the worksite).
- 2.1.2. The selected Bidder must perform an inspection of the tank, and provide the estimated cost for time and materials to make identified necessary repairs.
- 2.1.3. The selected Bidder must provide exterior and interior preparation, coating and repair service 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.
- 2.1.4. The selected Bidder must perform an inspection of the attached steel secondary containment unit, and provide the estimated cost for time and materials to make identified necessary repairs.
- 2.1.5. Upon approval by the Department, the selected Bidder must make necessary repairs to the storage tank and/or secondary containment unit.
- 2.1.6. The selected Bidder must provide all labor, materials, and equipment necessary to complete the services, which include, but are not limited to:
 - 2.1.6.1. Scheduling all visits to the worksite at dates and times approved by the Department.
 - 2.1.6.2. Ensuring the purposes of the scheduled visits include, but are not limited to:
 - 2.1.6.2.1. Inspections and preparation of the storage tank and secondary containment unit
 - 2.1.6.2.2. Deliveries.
 - 2.1.6.2.3. Cleaning and maintenance.
 - 2.1.6.2.4. Removal of materials, tools, and equipment.
 - 2.1.6.3. Removing all loose rust and scale with wire brushes and hand scrapers in accordance with The Society for Protective Coatings Surface Preparation Specification #2 (SSPC-SP 2).
 - 2.1.6.4. Priming the exterior of the tank and secondary containment unit and applying one coat of DTM (direct to metal) exterior paint that is resistant to oil.
 - 2.1.6.5. Cleaning the worksite and removing debris from the premises.
- 2.1.7. The selected Bidder must ensure all employees assigned to perform work under this agreement possess the necessary knowledge and ability to perform assigned work.
- 2.1.8. The selected Bidder provide a copy of all required licenses and permits upon the request of the Department.

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2.1.9. The selected Bidder 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:

2.1.9.1. Paint.

2.1.9.2. Solvents.

2.1.9.3. Oils.

2.1.9.4. Epoxy.

2.1.9.5. Gases.

2.1.10. The selected Bidder 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.

2.2. Bid Requirements

2.2.1. Bidders must complete Appendix B, Transmittal Cover Letter, Bidder Information and Bid Sheet, and submit the supporting documentation in accordance with Section 6, Bid Response Requirements, Subsection 6.2, Bid Contents, by the Bid Submission Deadline in Subsection 1.3, Procurement Timetable.

2.2.2. The selected Bidder must meet requirements as indicated in Appendix A, Form P-37, General Provisions.

2.2.3. The selected Bidder must provide two (2) references for whom the Bidder has provided similar services in the previous five (5) years.

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3. BID EVALUATION

3.1. Bid Scoring

- 3.1.1. Bid scores will be calculated based on the Total Cost Bid as submitted on Appendix B, Transmittal Letter, Bidder Information and Bid Sheet, Table B-1, Bidder's Cost Bid, Line 5, Total Cost Bid.

3.2. Bidder Selection

- 3.2.1. Public Bids will be opened on the day and time specified in Subsection 1.3, Procurement Timetable.
- 3.2.2. One (1) Bidder with the lowest Total Cost Bid as submitted on Appendix B, Transmittal Letter, Bidder Information and Bid Sheet, Table B-1, Bidder's Cost Bid, Line 5, Total Cost Bid will be selected.
- 3.2.3. Should the Department be unable to reach agreement with the selected Bidder during Contract discussions, the Department may then undertake Contract discussions with the second lowest Bidder and so forth. Such discussions may continue at the sole option of the Department, until an agreement is reached, or all Proposals are rejected.

4. SOLICITATION RESPONSE PROCESS

4.1. Letter of Intent

- 4.1.1. A Letter of Intent to submit a Response to this solicitation is optional.
- 4.1.2. Receipt of the Letter of Intent by Department will be required to receive electronic notification of any solicitation amendments, in the event such are produced; any further materials on this project, including electronic files containing tables required for response to this solicitation; any addenda, corrections, or schedule modifications; notifications regarding any informational meetings for Bidders; or responses to comments or questions.
- 4.1.3. The Letter of Intent must be transmitted by email to the Contract Specialist identified in Subsection 1.2 and include the name, telephone number, mailing address and email address of the Bidder's designated contact. **Notwithstanding the Letter of Intent, Bidders remain responsible for reviewing the most updated information related to this solicitation before submitting a response.**

4.2. Bidders Walk-Through

- 4.2.1. A Bidders' Walk-Through will be held in-person on the date specified in Subsection 1.3, Procurement Timetable. The Bidders' Walk-Through will serve as an opportunity for Bidders to ask specific questions of Department staff concerning the technical requirements of the Solicitation.
- 4.2.2. Attendance at the Bidders' Walk-Through is not mandatory but is highly recommended. Good faith potential Bidders and their representatives interested in attending the Walk-Through must email the Contract Specialist identified in Subsection 1.2 by the date and time specified in Subsection 1.3. Vendors that do not notify the Contract Specialist identified in Subsection 1.2 of their intent to attend the Bidders' Walk-Through by the date specified in Section 1.3 will not be allowed to participate, unless otherwise approved by the Department. Email notification must contain a list of participants who wish to attend the tour.

4.3. Questions and Answers

4.3.1. Bidders' Questions

- 4.3.1.1. All questions about this Solicitation including, but not limited to, requests for clarification, additional information or any changes to the Solicitation must be made in writing, by email only, citing the Solicitation page number and part or subpart, and submitted to the Contract Specialist identified in Subsection 1.2.
- 4.3.1.2. The Department may consolidate or paraphrase questions for efficiency and clarity. Questions that are not understood will not be answered. Statements that are not questions will not receive a response.
- 4.3.1.3. The questions must be submitted by email; however, the Department assumes no liability for ensuring accurate and complete email transmissions.
- 4.3.1.4. Questions must be received by the Department by the deadline given in Subsection 1.3, Procurement Timetable.

4.3.2. Department Responses

- 4.3.2.1. The Department intends to issue responses to properly submitted questions by the deadline specified in Subsection 1.3, Procurement Timetable. All oral answers given are non-binding. Written answers to questions received will be posted on the Department's website at (<https://www.dhhs.nh.gov/doing-business-dhhs/contracts-procurement-opportunities>). This date may be subject to change at the Department's discretion.

4.3.3. Exceptions

- 4.3.3.1. The Department will require the successful Bidder to execute a contract using the Form P-37, General Provisions and Standard Exhibits, which are attached as Appendix A. To the extent that a Vendor believes that exceptions to Appendix A will be necessary for the Vendor to enter into a Contract, the Vendor must note those issues during the Question Period in Subsection 1.3. Vendors may not request exceptions to the Scope of Services or any other sections of this Solicitation.
- 4.3.3.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion in its response to Vendor questions.
- 4.3.3.3. Any exceptions to the standard form contract and exhibits that are not raised by a Vendor during the Question Period may not be considered. In no event is a Bidder to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this Solicitation.

4.4. Solicitation Amendment

- 4.4.1. The Department reserves the right to amend this Solicitation by publishing any addenda, as it deems appropriate, prior to the Submission Deadline on its own initiative or in response to issues raised through Vendor questions. In the event that

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an addendum is published, the Department, at its sole discretion, may extend the Submission Deadline.

5. SOLICITATION RESPONSE SUBMISSION INSTRUCTIONS

5.1. Responses to this Solicitation must be submitted electronically via email to rfx@dhhs.nh.gov AND to the Contract Specialist at the email address specified in Subsection 1.2.

5.1.1. The subject line must include the following information:

RFB-2024-HH-02-EXTER (email xx of xx).

5.2. The maximum size of file attachments per email is 10 MB. Submissions with file attachments exceeding 10 MB must be sent via multiple emails.

5.3. The Department must receive submissions by the time and date specified in the Procurement Timetable in Section 1.3 and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.

5.4. The Department will conduct an initial screening step to verify Bidder compliance with the requirements of this Solicitation. The Department may waive or offer a limited opportunity for a Bidder to cure immaterial deviations from the Solicitation requirements if it is deemed to be in the best interest of the Department.

5.5. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of solicitation responses shall be at the Bidder's expense.

6. BID RESPONSE REQUIREMENTS

6.1. Acceptable solicitation responses must offer all services identified in Section 2 - Statement of Work, unless an allowance for partial scope is specifically described in Section 2.

6.2. Bid Contents

Each Response must contain the following, in the order described in this section:

6.2.1. Appendix B – Transmittal Letter, Bidder Information and Bid Sheet, including:

6.2.1.1. **Vendor Code Number** - Prior to executing any resulting contract, the selected Bidder will be required to provide a vendor code number issued by the State of New Hampshire Department of Administrative Services upon registering as an authorized vendor with the State. Bidders are strongly encourage to provide a vendor code number in the Appendix B if available. More information can be found at: <https://das.nh.gov/purchasing/vendorresources.aspx>

7. ADDITIONAL TERMS AND REQUIREMENTS

7.1. Non-Collusion

The Bidder's required signature on the Appendix B – Transmittal Letter, Bidder Information, and Bid Sheet submitted in response to this Solicitation guarantees that the prices, terms and conditions, and services quoted have been established without collusion with other Vendors and without effort to preclude the Department from obtaining the best possible competitive bid.

7.2. Collaborative Solicitation Responses

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Solicitation responses must be submitted by one organization. Any collaborating organization must be designated as a subcontractor subject to the terms of Appendix A, P-37 General Provisions and Standard Exhibits.

7.3. Validity of Solicitation Responses

Solicitation responses must be valid for one hundred and eighty (180) days following the deadline for submission in the Procurement Timetable above in Subsection 1.3, or until the Effective Date of any resulting contract, whichever is later.

7.4. Debarment

Vendors who are ineligible to bid on proposals, bids or quotes issued by the Department of Administrative Services, Division of Procurement and Support Services pursuant to the provisions of RSA 21-I:11-c shall not be considered eligible for an award under this solicitation.

7.5. Property of Department

Any material property submitted and received in response to this solicitation will become the property of the Department and will not be returned to the Bidder. The Department reserves the right to use any information presented in any solicitation response provided that its use does not violate any copyrights or other provisions of law.

7.6. Bid Withdrawal

Prior to the Bid Submission Deadline specified in Subsection 1.3, Procurement Timetable, a submitted Letter of Intent or bids may be withdrawn by submitting a written request for its withdrawal to the Contract Specialist specified in Subsection 1.2.

7.7. Confidentiality

7.7.1. Pursuant to RSA 21-G:37, the content of responses to this solicitation must remain confidential until the Governor and Executive Council have awarded a contract. The Bidder's disclosure or distribution of the contents of its solicitation response, other than to the Department, will be grounds for disqualification at the Department's sole discretion.

7.8. Public Disclosure

7.8.1. The information submitted in response to this solicitation (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and presentations), any resulting contract, and information provided during the contractual relationship may be subject to public disclosure under Right-to-Know laws, including RSA 91-A. In addition, in accordance with RSA 9-F:1, any contract entered into as a result of this solicitation will be made accessible to the public online via the New Hampshire Secretary of State website (<https://sos.nh.gov/>).

7.8.2. Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. If a Bidder believes any information submitted in response to this solicitation should be kept confidential, the Bidder must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Bidder claims must be exempt from disclosure as "CONFIDENTIAL." Bidders must also provide a letter to the person listed as the point of contact for this solicitation, identifying the specific page number and section of the information considered to be confidential, commercial or financial and providing the rationale for each designation.

Marking or designating an entire submission, attachment or section as confidential shall neither be accepted nor honored by the Department. Bidders must also provide a separate copy of the full and complete document, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are “confidential.”

- 7.8.3. Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the Department as not conforming to the requirements of the solicitation.
- 7.8.4. Pricing, which includes but is not limited to, the administrative costs and other performance guarantees in responses or any subsequently awarded contract shall be subject to public disclosure regardless of whether it is marked as confidential.
- 7.8.5. Notwithstanding a Bidder’s designations, the Department is obligated under the Right-to-Know law to conduct an independent analysis of the confidentiality of the information submitted in response to the solicitation. If a request is made to the Department to view or receive copies of any portion of the response that is marked confidential, the Department shall first assess what information it is obligated to release. The Department will then notify the Bidder that a request has been made, indicate what, if any, information the Department has assessed is confidential and will not be released, and specify the planned release date of the remaining portions of the response. To halt the release of information by the Department, a Bidder must initiate and provide to the Department, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.
- 7.8.6. By submitting a response to this solicitation, Bidders acknowledge and agree that:
- 7.8.7. The Department may disclose any and all portions of the response or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this solicitation;
- 7.8.8. The Department is not obligated to comply with a Bidder’s designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted; and
- 7.8.9. The Department may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

7.9. Electronic Posting of RFB Results and Resulting Contract

- 7.9.1. At the time of receipt of responses, the Department will post the number of responses received with no further information. No later than five (5) business days prior to submission of a contract to the Department of Administrative Services pursuant to this solicitation, the Department will post the name, rank or score of each responding Bidder. In the event that the resulting contract does not require Governor & Executive Council approval, the Agency will disclose the rank or score at least five (5) business days before final approval of the contract.

7.9.2. Pursuant to RSA 91-A and RSA 9-F:1, the Secretary of State will post to the public any document submitted to G&C for approval, including contracts resulting from this solicitation, and posts those documents on its website (<https://sos.nh.gov/administration/miscellaneous/governor-executive-council/>). By submitting a response to this solicitation, vendors acknowledge and agree that, in accordance with the above mentioned statutes and policies, (and regardless of whether any specific request is made to view any document relating to this solicitation), any contract resulting from this solicitation that is submitted to G&C for approval will be made accessible to the public online.

7.10. Non-Commitment

Notwithstanding any other provision of this solicitation, this solicitation does not commit the Department to award a contract. The Department reserves the right to reject any and all responses to this solicitation or any portions thereof, at any time and to cancel this solicitation and to solicit new solicitation responses under a new procurement process.

7.11. Liability

By submitting a response to this solicitation, the Bidder agrees that in no event shall the Department be either responsible for or held liable for any costs incurred by a Bidder in the preparation or submittal of or otherwise in connection with a solicitation response, or for work performed prior to the Effective Date of a resulting contract.

7.12. Request for Additional Information or Materials

The Department may request any Bidder to provide additional information or materials needed to clarify information presented in the solicitation response. Such a request will be issued in writing and will not provide a Bidder with an opportunity to change, extend, or otherwise amend its solicitation response in intent or substance.

7.13. Oral Presentations and Discussions

The Department reserves the right to require some or all Bidders to make oral presentations of their solicitation response. The purpose of the oral presentation is to clarify and expound upon information provided in the written solicitation response. Bidders are prohibited from altering the original substance of their solicitation response during the oral presentations. The Department will use the information gained from oral presentations to refine the technical review scores. Any and all costs associated with an oral presentation shall be borne entirely by the Bidder.

7.14. Successful Bidder Notice and Contract Negotiations

If a Bidder is selected, the Department will send written notification of their selection and the Department's desire to enter into contract negotiations. Until the Department successfully completes negotiations with the selected Bidder, all submitted solicitation responses remain eligible for selection by the Department. In the event contract negotiations are unsuccessful with the selected Bidder, the evaluation team may recommend another Bidder. The Department will not contact Bidder that are not initially selected to enter into contract negotiations.

7.15. Scope of Award and Contract Award Notice

7.15.1. The Department reserves the right to award a service, part of a service, group of services, or total solicitation response and to reject any and all solicitation responses

in whole or in part. A contract award is contingent on approval by the Governor and Executive Council.

7.15.2. If a contract is awarded, the selected Bidder must obtain written consent from the Department before any public announcement or news release is issued pertaining to any contract award.

7.16. Site Visits

The Department may, at its sole discretion, at any time prior to contract award, conduct a site visit at the Bidder's location or at any other location deemed appropriate by the Department, to determine the Bidder's capacity to satisfy the terms of this solicitation. The Department may also require the Bidder to produce additional documents, records, or materials relevant to determining the Bidder's capacity to satisfy the terms of this solicitation. Any and all costs associated with any site visit or requests for documents shall be borne entirely by the Bidder.

7.17. Protest of Intended Award

Any challenge of an award made or otherwise related to this solicitation shall be governed by RSA 21-G:37, and the procedures and terms of this solicitation. The procedure set forth in RSA 21-G:37, IV, shall be the sole remedy available to challenge any award resulting from this solicitation. In the event that any legal action is brought challenging this solicitation and selection process, outside of the review process identified in RSA 21-G:37, IV, and in the event that the State of New Hampshire prevails, the challenger agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation.

7.18. Contingency

Aspects of the award may be contingent upon changes to state or federal laws and regulations.

7.19. Ethical Requirements

From the time this solicitation is published until a contract is awarded, no Vendor shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded a solicitation, or similar submission. Any Vendor that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Vendor who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified from submitting a response to this solicitation, or similar request for submission and every such Vendor shall be disqualified from submitting any solicitation response or similar request for submission issued by any state agency. A Vendor that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

7.20. Liquidated Damages

The selected Bidder agrees that liquidated damages may be determined by the Department as part of the contract specifications, as failure to achieve required performance levels will more than likely substantially delay and disrupt the Department's operations.

8. COMPLIANCE

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- 8.1. The selected Bidder must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the contract period.
- 8.2. The selected Bidder may be required to participate in monitoring activities for the resulting contract, at the sole discretion of the Department, including, but not limited to:
 - 8.2.1. Site visits.
 - 8.2.2. File reviews.
 - 8.2.3. Staff training.

8.3. Records

- 8.3.1. The selected Bidder must maintain the following records during the resulting contract term where appropriate and as prescribed by the Department:
 - 8.3.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the selected Bidder in the performance of the resulting contract, and all income received or collected by the selected Bidder.
 - 8.3.1.2. 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.
- 8.3.2. During the term of the resulting contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the resulting contract for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the resulting contract and upon payment of the price limitation hereunder, the selected Bidder and all the obligations of the parties hereunder (except such obligations as, by the terms of the resulting Contract are to be performed after the end of the term of the contract and/or survive the termination of the Contract shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the selected Bidder as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the selected Bidder.

8.4. Audit Requirements

- 8.4.1. The selected Bidder must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.4.1.1. Condition A - The selected Bidder 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.

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- 8.4.1.2. Condition B - The selected Bidder 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.
- 8.4.1.3. Condition C - The selected Bidder is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 8.4.2. If Condition A exists, the selected Bidder shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Bidder'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.
- 8.4.3. If Condition B or Condition C exists, the selected Bidder shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the selected Bidder's fiscal year.
- 8.4.4. Any selected Bidder that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Bidder is high-risk.
- 8.4.5. In addition to, and not in any way in limitation of obligations of the resulting Contract, it is understood and agreed by the selected Bidder that the selected Bidder shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the resulting Contract to which exception has been taken, or which have been disallowed because of such an exception.

9. APPENDICES TO THIS SOLICITATION

9.1. Appendix A – Form P-37 General Provisions and Standard Exhibits

9.2. Appendix B – Transmittal Letter, Bidder Information, and Bid Sheet

Do Not Return**Subject:** _____

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		1.4 Contractor Address	
1.5 Contractor Phone Number () -	1.6 Account Number	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (<i>if applicable</i>) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (<i>if applicable</i>) G&C Item number: _____ G&C Meeting Date: _____			

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Contractor Initials _____
Date _____

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2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 (“State”), engages contractor identified in block 1.3 (“Contractor”) to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference (“Services”).

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State’s representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer’s decision shall be final for the State.

Do Not Return

Contractor Initials _____
Date _____

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and

Do Not Return

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials _____
Date _____

Do Not Return

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials _____
Date _____

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New Hampshire Department of Health and Human Services



Exhibit A

REVISIONS TO STANDARD CONTRACT 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 how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Do Not Return

Exhibit A - Revisions to Standard Contract Provisions

Contractor Initials _____

Date _____

Do Not Return

New Hampshire Department of Health and Human Services



EXHIBIT B

Scope of Services

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.

Do Not Return

Vendor Name _____

Page 1 of 1

Contractor Initials _____

Date _____

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New Hampshire Department of Health and Human Services



EXHIBIT C

Payment Terms

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.

VENDOR NAME

Exhibit C

Contractor Initials _____

Do Not Return

Page 1 of 1

Date _____

Rev. 01/08/19



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



APPENDIX B

Transmittal Letter, Bidder Information, and Bid Sheet

Date: _____ Company Name: _____

Address: _____

Vendor Code: _____

To: CS

Telephone: 603-271-9610

Email: Dean.B.Fancy@dhhs.nh.gov

To Whom It May Concern:

[Insert name of signor: _____], on behalf of [insert name of business submitting the Bid _____] (collectively referred to as "Bidder") hereby submits an offer as contained in the written Bid submitted herewith ("Bid") to the State of New Hampshire in response to RFB-2024-HH-02-EXTER Exterior Oil Tank Painting and Repair Services, in complete accordance with RFB-2024-HH-02-EXTER Exterior Oil Tank Painting and Repair Services.

_____ Is authorized to legally obligate _____

Print Signor Name
Submitting Bid

Complete Name of Entity

Bidder attests to the fact that:

1. The Bidder has reviewed and agreed to be bound by RFB-2024-HH-02-EXTER Exterior Oil Tank Painting and Repair Services.
2. The Bidder has not altered any of the language or other provisions contained in the RFB document.
3. The Bidder accepts terms, conditions, and general instructions stated in Mandatory Business Specifications, Contract Terms, Conditions and Penalties.
4. The Bid is effective for a period of one hundred eighty (180) days from the Bid Submission Due Date as specified in the RFB.
5. The prices the Bidder has quoted in the Bid were established without collusion with other vendors.
6. The Bidder has read and fully understands this RFB and is qualified to provide all services.

_____ (Bidder Signature)



QUALIFICATION OF BIDDER

The Bidder must be able to demonstrate that they can provide the services listed within the Request for Bids. The Bidder shall provide as references at least two (2) clients for which they have provided similar services over the period of the last five (5) years.

Name of Client: _____ Contact Person: _____

Phone Number: _____

Name of Client: _____ Contact Person: _____

Phone Number: _____

Name of Client: _____ Contact Person: _____

Phone Number: _____

BIDDER'S NAME AND ADDRESS

Complete Name of Entity Submitting Bid:

Complete Address:

Telephone Number:

BIDDER'S CONTACT PERSON

Name: Title

TEL. # _____ FAX # _____ EMAIL: _____

BIDDER'S REMITTANCE ADDRESS

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



Table B-1

Bidder's Cost Bid		
Line	DESCRIPTION	PRICE
1	Flat fee for preparation, painting, and clean-up services for one (1) 6,000 gallon capacity outside oil tank as described Section 2, Statement of Work, Subsection 2.1, Scope of Services	\$ _____
2	Flat fee for preparation, painting, and clean-up services for one (1) attached steel secondary containment unit as described Section 2, Statement of Work, Subsection 2.1, Scope of Services	\$ _____
3	Hourly rate for repair work as specified by the Department: \$ _____	*Hourly Rate x ten (10) hours: \$ _____
4	Other (please specify):	\$ _____
5	**Total Cost Bid: \$ _____	
	*Estimated hours, subject to change **Add the amounts in the Price Column on Lines 1 through 4	

Authorized Signatory's Name Printed: _____

Authorized Signature: _____