



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

74
mar

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

July 24, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source** amendment to an existing contract (Contract #8003042), with The Granite Group Wholesalers LLC (VC#177324), Concord NH, for building materials and hardware by increasing the price limitation by \$156,317.40 from \$322,309.58 to an amount up to and not to exceed \$478,626.98 with no change to the completion date effective upon Governor and Executive Council approval. The original contract was approved by the Commissioner of the Department of Administrative Services on March 3, 2022 and most recently amended with Governor and Executive Council approval on March 27, 2024, item #84.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This request is **Sole Source** because the requested increase is greater than 10% of the original contract price limitation. This need was identified during routine reporting conducted by the Bureau of Purchase and Property (BoPP).

As previously stated, this contract (Contract #8003042) was originally approved by the Commissioner of the Department of Administrative Services on March 3, 2022 and subsequently amended with Governor and Executive Council on March 27, 2024, item #84.

BoPP, upon further examination of historical and current spending data, has revised the spend forecast to cover current, and future expenditures against this contract (Contract #8003042) for the duration of the current term. It is the BoPP's intention to continue to closely monitor the utilization of this contract (Contract #8003042) to avoid any unforeseen spikes in purchase volume, which will include continued and proactive communication with the end-using agencies. By increasing the price limitation to \$478,626.98, this will allow the continued use of the contract without exceeding the total price limitation and taking into consideration increases in purchase volume due to unforeseen needs.

Contract financials	
Current price limitation	\$322,309.58
Actual current spend	\$283,485.96
Increase requested	\$156,317.40
New recommended price limitation	\$478,626.98

Based on the foregoing, I am respectfully recommending approval of the **Sole Source** contract amendment with The Granite Group Wholesalers LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property
Contract Spend Summary

Gary S. Lunetta
Director
(603) 271-2201

Contract 8003042 spend summary		
2022	LBI Payment Spend	\$11,129.01
	2022 P-Card Spend	\$31,460.69
	Sub total	\$42,589.70
2023	LBI Payment Spend	\$169,154.79
	2023 P-Card Spend	\$49,750.32
	Sub total	\$218,905.11
2024	LBI Payment Spend	\$1,017.85
	2024 P-Card Spend	\$20,973.30
	Sub total	\$21,991.15
Total Spend		\$283,485.96

**SECOND AMENDMENT TO THE CONTRACT
BETWEEN THE GRANITE GROUP WHOLESALERS LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR BUILDING MATERIAL AND HARDWARE
CONTRACT # 8003042**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 5th day of May, 2024 is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and The Granite Group Wholesalers LLC (hereinafter referred to as "the Contractor") for Building Material and Hardware

WHEREAS, pursuant to an agreement effective March 3, 2022 set to expire February 28, 2025, amended by the First Amendment Item 84, on March 27, 2024 and this the Second Amendment (hereinafter referred to as "the Agreement"), the Contractor agreed to provide certain building materials and hardware for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
\$478,626.98
2. Amend Exhibit C Contract Price; Change to the following:
\$478,626.98

Contract financials	
Current price limitation	\$322,309.58
Contract increase this amendment	\$156,317.40
New price limitation	\$478,626.98

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on March 3, 2022, effective March 3, 2022 and set to expire February 28, 2025, shall remain in full force and effect.

THE GRANITE GROUP WHOLESALERS LLC

By: *Dennis P. Ford*

Dennis P. Ford
(Print Name)

Title: *Sqbs Manager, Institutional and Government Sales*

Date: *May 15, 2024*

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: *6-3-24*

OFFICE OF THE ATTORNEY GENERAL

By: Robyn A. Guarino

Robyn A. Guarino
(Print Name)

Title: Attorney

Date: 6/7/24

The foregoing contract was approved by the Governor
and Council of New Hampshire on

Signed: _____

(Print Name)

Title: _____

Contractor Initials: DS
Date: 5-15-24

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 THE GRANITE GROUP WHOLESALERS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 05, 1997. 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: 282082

Certificate Number: 0006693415



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Manager's Certificate of Delegation of Authority

I, **William Condron**, hereby certify that I am the sole manager of **The Granite**
(Name)

Group Wholesalers LLC, a member-managed, New Hampshire limited liability company, having
(Name of LLC)

all of the powers and being subject to the duties of a manager to the fullest extent as provided by the New Hampshire Revised Limited Liability Company Act, RSA 304-C:1 *et seq.* I hereby certify that I have delegated to **Dennis P. Ford** my authority to enter into, on behalf of **The Granite Group Wholesalers LLC**, that certain Second Amendment (the "**Second Amendment**") to Contract No. 8003042, by and between **The Granite Group Wholesalers LLC** and the State of New Hampshire for the sale of building materials, hardware, and other goods identified therein. I further certify that I have further delegated to **Dennis P. Ford** my authority to execute any documents that may in his judgment be necessary or convenient to consummate the transactions contemplated by the Second Amendment.

I hereby certify that said delegation of authority has not been amended or repealed and remains in full force and effect continuously since May 15, 2024. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that **Dennis P. Ford** has full authority to bind **The Granite Group Wholesalers LLC** with respect to the Second Amendment. To the extent that there are any limits on the delegation of authority of **Dennis P. Ford** to bind **The Granite Group Wholesalers LLC** in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

This Manager's Delegation of Authority may be signed electronically, and a facsimile or portable document format (PDF) of my signature on this Manager's Delegation of Authority shall be equivalent to, and have the same force and effect as, my original signature.

DATED: June 19, 2024

ATTEST:  - CEO
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2024

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

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

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Anna Strazzulla	
	PHONE (AC, No, Ext): 800-225-1865	FAX (AC, No): 978-454-1865
E-MAIL ADDRESS: anna.strazzulla@assuredpartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED The Granite Group Wholesalers, LLC
 P.O. Box 2004
 Concord NH 03302

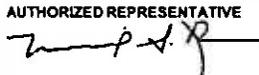
GRANGRO-01

COVERAGES **CERTIFICATE NUMBER:** 1392349726 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			4783746	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP4783747	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4783745	3/1/2024	3/1/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Attn: Elizabeth Moskalenko 25 Capitol Street, Rm 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

March 27, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive Sole Source** amendment to an existing contract (Contract #8003042) with The Granite Group Wholesalers LLC (VC#177324), Concord NH, by increasing the price limitation by \$197,309.58 from \$125,000 to an amount up to and not to exceed \$322,309.58 for building materials and hardware upon Governor and Executive Council approval through February 28, 2027. The original contract was approved by the Commissioner of the Department of Administrative Services on March 3, 2022.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This request is **Retroactive Sole Source** because agency usage has unexpectedly exceeded the current price limitation by a factor greater than 10%. The price limitation overage was discovered during routine reporting conducted by the Bureau of Purchase and Property (BoPP).

As previously stated, this contract (Contract #8003042) was originally approved by the Commissioner of the Department of Administrative Services on March 3, 2022.

BoPP, upon further examination of historical and current spending data, has revised the spend forecast to cover current, and future expenditures against this contract (Contract #8003042) for the duration of the current term. It is BoPP's intention to continue to closely monitor the utilization of this contract (Contract #8003042) to avoid any unforeseen spikes in purchase volume, which will include continued and proactive communication with the contractor and end-using agencies. The average monthly spend is \$15,177.66 with 13 months remaining of the contract term. By increasing the price limitation to \$322,309.58 this will allow the continued use of the contract without exceeding the total price limitation and taking into consideration increases in purchase volume due to unforeseen needs.

Contract financials	
Current price limitation	\$125,000.00
Actual current spend	\$246,590.23
Add this amendment	\$197,309.58
New recommended price limitation	\$322,309.58

Based on the foregoing, I am respectfully recommending approval of the **Retroactive Sole Source** contract amendment with The Granite Group Wholesalers LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

**FIRST AMENDMENT TO THE CONTRACT
BETWEEN THE GRANITE GROUP WHOLESALERS
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR BUILDING MATERIAL AND HARDWARE
CONTRACT # 8003042**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 9th day of February, 2024 is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and The Granite Group Wholesalers (hereinafter referred to as "the Contractor") for Building Material and Hardware

WHEREAS, pursuant to an agreement effective March 3, 2022 set to expire February 28, 2025, amended by this the First Amendment (hereinafter referred to as "the Agreement"), the Contractor agreed to provide certain building materials and hardware for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
\$322,309.58
2. Amend Exhibit C Contract Price; Change to the following:
\$322,309.58

Contract financials	
Current price limitation	\$125,000.00
Add this amendment	\$197,309.58
Requested new price limitation	\$322,309.58

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on March 3, 2022, effective March 3, 2022 and set to expire February 28, 2025, shall remain in full force and effect.

THE GRANITE GROUP WHOLESALERS

By: *Dennis P. Ford*
Dennis P. Ford
(Print Name)

Title: SALES MANAGER, INSTITUTIONAL AND GOVERNMENT SALES
Date: 2/9/24

STATE OF NEW HAMPSHIRE

By: _____
Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services
Date: _____

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar
Duncan A. Edgar

Title: Attorney

Date: March 6, 2024

The forgoing contract was approved by the
Governor and Council of New Hampshire on

MAR 27 2024

Signed: 
(Print Name)

SECRETARY OF STATE

Contractor Initials: 
Date: 2/19/24

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 THE GRANITE GROSS WHOLESALERS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 05, 1997. I further certify that all fees and documents required by the Secretary of State's office have been received and in good standing as far as this office is concerned.

Business ID: 282082

Certificate Number: 0006531469



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of January A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Christopher W. Ploss, hereby certify that I am duly elected Clerk/Secretary of
(Name)

The Granite Group Wholesalers. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September
(Month)

21, 20 23 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Dennis Ford-Sales Manager (may list more than one person) is duly authorized to
(Name and Title) / GOVERNMENT AND INSTITUTIONS

enter into contracts or agreements on behalf of The Granite Group Wholesalers with
(Name of Corporation or LLC)

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

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

DATED: 1/16/2024

ATTEST: Christopher W. Ploss, President
(Name and Title)
Christopher W. Ploss



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2024

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

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

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Anna Strazzulla	
	PHONE (A/C, No., Ext): 800-225-1865	FAX (A/C, No): 978-454-1865
E-MAIL ADDRESS: anna.strazzulla@assuredpartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company		16535
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

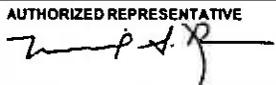
INSURED The Granite Group Wholesalers, LLC P.O. Box 2004 Concord NH 03302	GRANGRO-01
---	------------

COVERAGES **CERTIFICATE NUMBER:** 1392349726 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		4783746	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP4783747	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	4783745	3/1/2024	3/1/2025	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Attn: Elizabeth Moskalenko 25 Capitol Street, Rm 102 Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

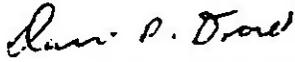
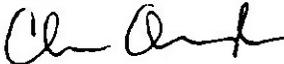
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name The Granite Group Wholesalers LLC		1.4 Contractor Address 6 Storrs St, Concord NH 03301	
1.5 Contractor Phone Number 603-545-3300	1.6 Account Number Various	1.7 Completion Date February 28, 2025	1.8 Price Limitation \$125,000.00
1.9 Contracting Officer for State Agency Liz Moskalenko		1.10 State Agency Telephone Number 603-271-3290	
1.11 Contractor Signature  Date: 2/25/22		1.12 Name and Title of Contractor Signatory DENNIS P. FORD SALES MANAGER	
1.13 State Agency Signature  Date: 3/3/22		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 2/23/22

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.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

Page 3 of 12

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, 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

Contractor Initials

Date

RP
2/25/02

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials OD
Date 2/25/22

**EXHIBIT B
SCOPE OF WORK**

1. EFFECTIVE DATE

The Contract shall be effective from the March 1, 2022 through February 28, 2025, a period of approximately three (3) years or upon execution by the Commissioner of the Department of Administrative Services, whichever is later (the "Effective Date").

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Work
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2567-22

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Work," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2567-22."

3. SCOPE OF WORK

The Contractor and requesting agency will be responsible for establishing proper identification for agency employees authorized to purchase against this contract.

Contractor shall supply all tools, transportation, materials, equipment and permits as necessary and required to perform deliveries as described herein.

All deliveries performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in delivery hours shall be pre-approved by the requisitioning Agency. The State requires advance knowledge of said delivery schedules to provide security and access to respective work areas if required. No premium charges shall be paid for any off-hour deliveries.

The Contractor shall replace in satisfactory condition all defective product and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct/replace all defective product or damages from payments to the Contractor. While on State property, delivery personnel shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State. All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where deliveries are being performed. The use of State telephones is prohibited.

4. ABILITY TO PROVIDE

Contractor shall provide the State agencies and eligible participants with their entire requested amount of the items required in this Contract without any delay or substitution.

5. WARRANTY REQUIREMENTS

The Contractor shall provide warranties on all equipment/items provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

6. ORDERING PROCEDURE

State agencies shall place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants shall utilize their own individually established ordering procedures.

Agencies shall be required to review all State contracts for Building Material & Hardware for best available pricing/quotes pertaining to and for all purchases or requisitions over \$5,000.00. Purchases over this threshold shall require a minimum of 4 quotes from retail locations able to provide required product. If no product is available to be provided by approached location(s), the response email of no quote shall be required as a response to requesting Agency.

7. USAGE REPORTING

The Contractor shall submit a quarterly usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter. Bureau of Procurement Services, Purchasing Agent Name and sent electronic to Elizabeth.A.Moskalenko@DAS.NH.Gov. At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

8. ACCOUNT COMMUNICATION & ESCALATION

All communication regarding account details including but not limited to, shipping and receiving, invoice reconciliation, product availability, etc. shall be handled directly with the State agency contact assigned. If for any reason a resolution cannot be met at an agency level the Contractor agrees to escalate the concern to the Bureau of Purchase and Property prior to imposing any restriction or hold on the account in question.

9. RETURNED GOODS

The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges, and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.

Standard stock products ordered in error by the State shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

10. DELIVERY

Contractor is responsible for good(s) delivery until the goods are delivered and accepted by the State. Contractor shall securely and properly pack all shipments in accordance with accepted commercial practices. Delivered goods that do not conform to the specifications or are not in good conditions upon receipt shall be replaced promptly by the Contractor.

The Contractor shall delivery of any Good(s) ordered under this Contract within ten (10) business days from the placement of the order, or as otherwise may be specified in a purchase order issued by the State.

The use of a private carrier to make delivery does not relieve the Contractor from the responsibility of meeting the delivery requirement. All goods ordered shall include all shipping/charges for the exception of delivery charges outside the facilities normal delivery area.

11. DELIVERY CHARGES

Agency may pick up supplies at Vendor's place of business or Vendor may deliver. All items delivered will include all shipping/fuel charges. Delivery charges outside of the facility's normal delivery area shall show per mile or other rates and methods of calculation. Delivery fees must be shown in vendor quote and invoicing, as a delivery charge per mile or other delivery rates and methods of calculation. In cases where a vendor's price list charges a per mile charge for delivery the distance from vendor to point of delivery will be as agreed upon by the Vendor and requiring Agency utilizing Google Maps.

All products must be delivered in the manufacturer's standard package where applicable. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the PO numbers, line numbers, part numbers, descriptions, quantities and any related information must appear on packing slip and match exactly with product labels, thus enabling simple receipt, validation and accounts process.

Deliveries not accepted at retail establishment will be "Inside Deliveries" as designated by Agency representative of the requisitioning Agency placing the order. Inside delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific instructions will be noted on the order. Any damages resulting to building interior will be the responsibility of the Vendor. If damage does occur, it shall be the responsibility of the Vendor to immediately notify the requisitioning Agency.

Responsibility and liability for loss or damage shall remain the Vendors until final inspection and acceptance when responsibility shall pass to the requisitioning Agency (FOB Destination) except to latent defects, fraud and Vendors warranty obligations. Any portion of an order deemed as back ordered shall be shipped without transportation charges/fees or fuel charges unless outside of the Agencies normal delivery area/facility.

12. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all product strictly pursuant to, and in conformity with this contract which resulted from RFB 2567-22.

It is the responsibility of the Contractor to maintain this State Contract and New Hampshire Contractor Registration with up to date contact information.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at [https://das.nh.gov/purchasing/Contractorregistration/{S\(a0fzcv55ahaeas45jpya5i45\)}/welcome.aspx](https://das.nh.gov/purchasing/Contractorregistration/{S(a0fzcv55ahaeas45jpya5i45)}/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

13. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

Contractor Initials ND
Date 2/25/27

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor shall provide the items specified in Exhibit B in the amount not to exceed the Price Limitation of \$125,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

Line Item discounts identified in this Agreement shall remain firm for the entire term of the Contract and shall be in US dollars and include delivery and all other costs. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Unless otherwise specified in purchase orders, contractor shall deliver all goods/products F.O.B. DESTINATION, which means delivered to a State agency's receiving facility or other designated point as specified in this Contract or subsequent purchase orders without additional charge. No charge for packing, shipping, or for any other purpose will be allowed over and above the price specified in this Agreement. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Line Price decreases shall become effective immediately as they become available to the Contractor.

Updated Published Price List MUST be e-mailed to Elizabeth.A.Moskalenko@DAS.NH.Gov, or their designee if applicable.

2. PRICING STRUCTURE:

Product Listing	Discount %	List price	Total
Material Handling Specific			
Rebar and Rods (Iron and Steel)	20%		
Other material (please list) -	20%		
Plumbing	40%		
Power Source	20%		
Hand Tools (\$250.00 ea. limit)	10%		
Hardware	20%		
Heating and Cooling	25%		
Safety	20%		
Other Product (please list) -	40%		

PLEASE INDICATE ANY ADDITIONAL OFFER OF DISCOUNT OFF PUBLISHED PRODUCT PRICING LIST ____%

CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

The items herein include the items most commonly purchased by State. During the term of this Contract, the State may purchase other items in relation to Building Material and Hardware from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges for the exception of delivery charges outside the facilities normal delivery area.

3. MINIMUM ORDERS

There will be no minimum order whether in item quantity or dollar value associated with this Contract.

4. INVOICE

All invoices must list Contract Number, Purchase Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted in this contract or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted by the State or the invoice has been received at the agency business office, whichever is later. Contractor shall be paid by Procurement Card when invoice is received or the invoice shall be sent to the address of the ordering agency.

5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials ROD
Date 2/2/22

EXHIBIT D

RFB 2567-22 is incorporated here within.

Contractor Initials DD
Date 2/25/22

CERTIFICATE of AUTHORITY

I, Michael J Kelly (Certifying Officer Name), Senior Vice President
(Certifying Officer Title) of the Granite Group Wholesalers, LLC (Grantee Name)

Do hereby certify that:

- I am the duly elected Senior Vice President (Certifying Officer Title);
- The Granite Group Wholesalers, LLC (Grantee Name) has agreed to enter into a contract with the State of New Hampshire Bureau of Purchase and Property.
- The Granite Group Wholesalers, LLC (Grantee Name) further authorized the Dennis Ford (Officer Title) to execute any documents which may be necessary for this Contract
- The authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- The following person has been appointed to and now occupies the office indicated in (3) above:

Dennis Ford
Officer Name (print)

Sales Manager Institution and Gov. Sales
Officer Title (print)

6. I have hereunto set my hand as the


Certifying Officer Name (signature)

Michael J Kelly
Certifying Officer Name (print)

2/25/2022
Date Signed

Senior Vice President
Certifying Officer Title (print)