



STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

67 CSG

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

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Warren M. Perry
Deputy Adjutant General

July 29, 2024

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

REQUESTED ACTION

1. Authorize the Department of Military Affairs and Veterans Services to enter into a contract with Arch Painting, Inc. (VC# 380337), Woburn, MA, in the amount of \$10,602.00 for the painting of the New Hampshire State Veterans Cemetery Chapel effective upon Governor and Council approval through December 30, 2024. 100% General Funds.
2. Further authorize a contingency in the amount of \$530.10 for unanticipated expenses bringing the contract total to \$11,132.10 effective upon Governor and Council approval through December 30, 2024. 100% General Funds.

Funding is available in account, Administration and Armories, as follows:

02-12-12-120010-22000000-Military Affairs and Veterans Services-Central Admin & Armories

	Class	Account	FY 2025
Contract for Operational Services	103	500736	\$ 11,132.10

EXPLANATION

The NHSVC chapel is over 26 years old and still has the original paint which is now showing wear. This project will provide fresh paint throughout the inside of the chapel. The new color scheme will match new carpeting that will be installed and will provide a brighter, fresher appearance to honor all veterans and their guests. Paint finishes have been selected specifically to allow for easier cleaning and should help prevent staining.

The Department of Military Affairs and Veterans Services (DMAVS) contacted the Department of Administrative Services (DAS) through requisition (RQ) 238577 for painting services for the chapel. DAS, through the Bureau of Purchase and Property (BoPP) issued request for bid (RFB) 282-24 on May 22, 2024, and a bid submission closing date of June 7, 2024, for these painting services. Eighty (80) vendors were contacted through National Institute of Governmental Purchasing (NIGP); four (4) vendors were sourced directly. Arch Painting, Inc provided the low-cost compliant bid.

The contract has been approved for form, substance, and execution by the Attorney General's Office.

Respectfully submitted,

DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Summary

Bid Description	Chapel Painting Services	Agency	DMAVS
Bid #	282-24	RQ #	238577
Agent Name	Ryan Fuller	Bid Closing	June 7, 2024 at 10:00AM (EST)

Indicates Award:

Qty	UOM	Product Description	Arch Painting, Inc.		Keeley Painting Company, Inc	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	EA	Entrance/Office/Bathrooms -- Materials	\$947.00	\$947.00	\$950.00	\$950.00
1	EA	Entrance/Office/Bathrooms -- Labor	\$3,260.00	\$3,260.00	\$10,600.00	\$10,600.00
1	EA	Nave -- Materials	\$695.00	\$695.00	\$1,810.00	\$1,810.00
1	EA	Nave -- Labor	\$1,780.00	\$1,780.00	\$14,150.00	\$14,150.00
1	EA	Nave Ceiling -- Materials	\$1,780.00	\$1,780.00	\$375.00	\$375.00
1	EA	Nave Ceiling -- Labor	\$2,140.00	\$2,140.00	\$2,910.00	\$2,910.00
Total				\$10,602.00		\$30,795.00

Recommendation Summary	
Number of Solicitations Received	2
Number of Sourced bidders	4
Number of NIGP Vendors Sourced	80
Number of non-responsive bidders	82
D&B Report Attached	No
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Special Notes:	Department of Military and Veteran Services (DMAVS) contacted the Department of Administrative Services (DAS) through requisition (RQ) 238577 for painting services for the chapel located at the NH Veterans Cemetary. DAS, through the Bureau of Purchase and Property (BoPP) issued request for bid (RFB) 282-24 on May 22, 2024, and a bid submission closing date of June 7, 2024, for painting services for the chapel building located the NH Veterans Cemetary. Eighty (80) vendors were contacted through NIGP; four (4) vendors were sourced directly. Arch Painting, Inc. provided the low cost compliant bid at \$10,602.00.

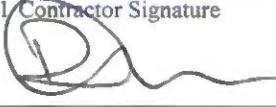
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Military Affairs and Veterans Services		1.2 State Agency Address 4 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Arch Painting, Inc. (VC # 380337)		1.4 Contractor Address 1 Presidential Way #109 Woburn, MA 01801	
1.5 Contractor Phone Number 617-752-7097	1.6 Account Unit and Class 22200000-500736	1.7 Completion Date 12/30/2024	1.8 Price Limitation NTE \$11,132.10
1.9 Contracting Officer for State Agency Erin Zayac		1.10 State Agency Telephone Number 603-225-1360	
1.11 Contractor Signature  Date: 07/26/24		1.12 Name and Title of Contractor Signatory Richard Kilgannon President & CEO	
1.13 State Agency Signature  Date: 7/20/24		1.14 Name and Title of State Agency Signatory Erin Zayac, Administrator	
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: 08/02/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

Contractor Initials RK
Date 7/26/24

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT A
SPECIAL PROVISIONS

SUBJECT: NHSVC Chapel Painting

There are no special provisions to this contract.

Initials: RK

Date: 7/24

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT B
SCOPE OF SERVICES**

SUBJECT: NHSVC Chapel Painting

SECTION 1: INTRODUCTION

1.1 Purpose

The purpose of this Agreement is to obtain the services for painting of the New Hampshire State Veterans Cemetery (NHSVC) Chapel.

1.2 Incorporated Documents

The following documents are incorporated into this Agreement by reference: Standard Form P-37; Exhibit A, Special Provisions; Exhibit B, Scope of Services; and Exhibit C, Contract Price and Terms of Payment.

1.3 Term

This Agreement shall be effective upon Governor and Council (G&C) approval through December 30, 2024.

1.4 Primary Contact

The Contractor will report to and work in conjunction with the Primary Contact as designated by the Department of Military Affairs and Veterans Services (hereinafter referred to as the "Department"). The initial Primary Contact will be the Director of the State of New Hampshire Veterans Cemetery. The Department reserves the right to appoint an alternate Primary Contact to assist in managing this Contract.

SECTION 2: OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

2.1 The Contractor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Contractor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

2.2 The Contractor agrees that any damage to any buildings, materials, equipment, or other property resulting from the Contractor's performance of the requested services shall be repaired at the Contractor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

SECTION 3: SCOPE OF WORK

3.1 Contractor shall work in and perform the following activities per area:

3.1.1 Entrance/Office/Bathrooms:

3.1.1.1 Drop all floors, remove all switch plate covers, patch and sand all drywall issues prior to painting.

Initials: RK

Date: 7/26

3.1.1.2 Entrance, office, and bathrooms to receive a coat of paint to ceilings, walls, and trim

3.1.2 Nave:

3.1.2.1 Tape and mask off mural on back wall for protection.

3.1.2.2 Repair, patch and sand all drywall cracks above annotated windows.

3.1.2.3 Drop all floors, patch and sand drywall issues prior to painting.

3.1.2.4 All walls and trim to receive a coat of paint.

3.1.3 Nave Ceiling

3.1.3.1 Drop all floors and pews

3.1.3.2 Repair all drywall at 45° transitions.

3.1.3.3 Cut and roll each bay up to ceilings.

3.1.3.4 All ceilings, walls, and trim to receive a coat of paint.

3.2 Contractor shall coordinate with agency for recommended paint colors and finish per area. Colors will match the following Behr Dynasty color swatches:

- Bottom wanes coating shall be Granite Dust--Satin
- Wanes Chair Rail, baseboards, and doors shall be Granite Dust – Semi-gloss
- Walls above railings and throughout building shall be Bit of Sugar -- Satin.
- Columns and window trim shall be Bit of Sugar—Semi-Gloss.
- Ceiling shall be Bit of Sugar -- Flat

3.3 Contractor may utilize equivalent paint colors to Behr Dynasty upon approval by authorized agency representative. Contractor may also recommend different finishes based on professional experience.

3.4 Except as otherwise provided in this Scope of Services, all services performed shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the Primary Contact. Any deviation in work hours shall be pre-approved by the Primary Contact.

3.5 The State shall require correction of any defective work and the repair of any damage to any part of a building, or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and the Contractor shall repair all damage so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damage from payments to the Contractor.

3.6 The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Primary Contact may require the Contractor to dismiss from the work such employees as the Primary Contact deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

3.7 Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

3.8 While on State property the Contractor, its employees, and its subcontractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

3.9 All personnel shall observe all regulations or special restrictions in effect at the location at which services are to be provided.

3.10 The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its subcontractors is prohibited.

3.11 If subcontractors are to be utilized, then please provide information regarding the proposed subcontractors, including: the name of the subcontractor, the subcontractor's business address, a primary

Initials:

RK

Date:

7/26/24

contact person, and three references from clients that are currently receiving services from the subcontractor. The State must communicate its approval of the subcontractor to the Contractor before the subcontractor may begin any work.

SECTION 4: SPECIFICATION COMPLIANCE

4.1 the Contractor's offer shall meet or exceed the required specifications as written. The State of New Hampshire DMAVS shall be the sole determining factor of what meets or exceeds the required specifications.

SECTION 5: ENVIRONMENTALLY FRIENDLY PRODUCTS

5.1 In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:

5.1.2 Reusable

5.1.3 Recyclable

5.1.4 Contains postconsumer recycled materials

5.1.5 Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal

5.1.6 Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)

SECTION 6: WARRANTY REQUIREMENTS

6.1 The Contractor shall be required to warranty all the materials awarded to Contractor for a period of not less than one (1) year or the manufacturer's standard period of time, whichever is greater, from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

SECTION 7: CONTINGENCY PROCEDURES

7.1 In the performance of this Contract, there may be unforeseen circumstances that require the Contractor to provide services in addition to the services established herein.

7.2 The Contractor shall provide additional requested services only upon the request of the State Contracting Officer (SCO) as outlined in section 1.9 of Form Number P-37, or the Primary Contact as outlined in 1.4 herein.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES**

**EXHIBIT C
PRICE AND TERMS OF PAYMENT**

SUBJECT: NHSVC Chapel Painting

SECTION 1: PRICE

1.1 The Price for this Agreement shall not exceed \$11,132.10 without amendment and approval of the New Hampshire Governor and Executive Council.

1.2 The contract amount for the services and work as outlined in Exhibit B, Scope of Services, to include all materials, tools, equipment, and safety devices necessary to perform the requested services in the manner and within the time specified shall be \$10,602.00.

1.3 The cost of the contingency line shall not exceed 5% of the total contract amount, or \$530.10. Additional work may be requested by the Department in accordance with Section 7 of the Exhibit B, Scope of Services herein. If provided by the Contractor, these charges shall be invoiced separately.

SECTION 2: METHOD OF PAYMENT

2.1 Payment shall be made by mailing a bank draft or electronic funds transfer as established by submitting or updating an Alternate W-9 Form to the State of New Hampshire.

Invoices shall be submitted by the Contractor to:

**Department of Military Affairs and Veterans Services
ATTN: State Business Office
4 Pembroke Road, Bldg. C
Concord, NH 03301**

SECTION 3: TERMS OF PAYMENT

3.1 Payments shall be made within 30 days after receipt of proper invoices and only upon the satisfactory completion and acceptance of identified deliverables and tasks as determined by the Department's Primary Contact. The Contractor shall not invoice the Department for any expenses related to goods or services not yet rendered or performed outside the scope and terms of this Agreement.

Initials: PK

Date: 7/26

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 ARCH PAINTING, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on August 03, 2020. 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: 847925

Certificate Number: 0006739807



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of July 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

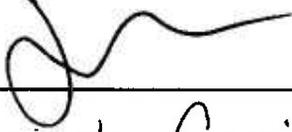
Corporate Resolution Certification of Vote

I, Joseph Giacalone, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name of Attestor)
Arch Painting, Inc. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)
 a meeting of the Board of Directors/shareholders, duly called and held on July 28,, 2023,
 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Richard Kilgannon, President & CEO is duly authorized to enter
(Name and Title of Authorized Signatory)
 into contracts or agreements on behalf of Arch Painting, Inc.
(Name of Corporation)
 with 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 affect 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. This authority **remains valid for thirty (30) days** from the
 date of this Corporate Resolution. 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: 7/26/24

ATTESTOR: 

NAME: Joseph Giacalone

TITLE: Secretary

