State of New Hampshire

POLICE STANDARDS & TRAINING COUNCIL

Arthur D. Kehas

Law Enforcement Training Facility & Campus

17 Institute Drive, Concord, N.H. 03301-7413

603-271-2133 – Fax: 603-271-1785

TDD Access: Relay NH 1-800-735-2964

Sheriff Christopher D. Connelly
Chairman

John V. Scippa
Director

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October 17, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Police Standards and Training Council (NHPSTC) to enter into a contract with C.J. Ryder Flooring, LLC – Chichester, NH (Vendor Code 273607) in the amount of $279,998 to replace the floor in the Tactical Center at NHPSTC, effective upon Governor and Council approval through June 30, 2025. **100% Capital Funds.**

Funding is available in account 19-146:1XIVA – Boiler Replacement as follows:

	FY2025
06-87-87-870030-13280000-034-500162	$279,998

EXPLANATION

The NHPSTC is in need of a replacement floor in the Tactical Center, which is used for police and corrections recruit and in-service training programs. The Tactical Center is also used for graduation ceremonies and other events. The floor is original to the building and dates back to the early 1990's. The floor tiles began coming up approximately two years ago creating a tripping hazard and NHPSTC has been seeking funding to replace the floor since that time.

On July 7, 2024, Governor Sununu signed HB1043 into law, which amended the NHPSTC capital funding from 2019 to include replacing the Tactical Center floor with remaining funds from a boiler replacement project. On July 18, 2024, The Department of Administrative Services Commissioner, Charles Arlinghaus, approved a waiver for NHPSTC to proceed with the project without the services of Public Works. The Department of Administrative Services Purchasing Unit released an RFB that was due on September 10, 2024. C.J. Ryder Flooring was the lowest bid meeting the requirements of the RFB and was awarded the contract.

We respectfully request that you approve this contract for replacement of the Tactical Center floor.

Respectfully,

John V. Suppa
Director

NHPST - FLOORING

State of New Hampshire

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Sheriff Christopher D. Connelly
Chairman

John V. Scippa
Director

July 16, 2024

John V. Scippa, Director
NH Police Standards & Training
17 Institute Drive
Concord, NH 03301

Request for Major Project Exclusion

Dear Commissioner Arlinghaus:

In accordance with RSA 21-I:80, I(b), NH Police Standards & Training requests to proceed with the project herein described, without participation of the Division of Public Works in the competitive bidding process, engineering, planning, design, or field supervision, as specified in RSA 21-I:12, III(b)&(c). In support of this request, NH Police Standards & Training offers the following information for your consideration:

1. An explanation of the facts and circumstances giving rise to the need for the project and the requested exclusion.
    a. NH Police Standards & Training is in urgent need of a replacement floor in our Tactical Training Center. The original rubberized 2'x2' floor tiles are worn out and separating from the concrete below, causing a major trip and fall hazard for our recruits, staff, and visitors to graduation ceremonies. We currently have several projects already waiting for Public Works to begin for over a year, and we cannot wait for this project to be added to the list of projects.

2. A description of the project, including:
    a. An explanation of any goods or services sought to be purchased, identified as specifically as possible and including, if applicable, manufacturer information, model number, and price per unit.
        a. The scope of the project is to replace the existing rubberized nonslip flooring with as close to original as possible. We will work with DAS-Purchasing to send out an RFB to secure the best price possible. We do not have specific information, as an RFB will need to be generated, received, and evaluated.

b. An explanation of any required building modifications that will take place in order to complete the project.
    a. No building modifications will take place.

c. Verification that a building permit is NOT required by the State Fire Marshal's Office.
    a. We have verified that no permit is required. (See attached email)

d. An explanation of any building infrastructure (plumbing, electrical, HVAC, fire suppression, etc.) modifications necessary to complete the project.
    a. No modifications to building infrastructure are required.

e. A statement indicating whether any buildings within the scope of the project are occupied or non-occupied.
    a. The Tactical Center is an occupied building used for training purposes.

f. Verification that the project does NOT require an inspection by the Labor Department.
    a. We have verified that the NH Department of Labor does not require an inspection for this project. (See attached email)

g. Verification of the overall estimated cost of the project with backup calculations or contractor quotes.
    a. As mentioned, this project will be sent out for bid. We only received a rough estimate from one vendor with an approximate cost of $250,000 with most of the cost in materials.

2. An explanation of the reasons proceeding with the project without participation of the Division of Public Works, in accordance with RSA 21-I:12, III(b) & (c), is in the best interest of the State.
    a. NH Police Standards & Training was approved by the NH legislature and the Governor to use capital funds left over from a boiler project for the specific purpose of replacing the tile in the Tactical Center. It has been explained and understood that this is an urgent need for safety purposes and the scope of the project is only to replace tiles with new tiles after the moisture is tested and floor is prepared properly for tile application. There are no

planned alterations to the building or infrastructure that would require the assistance of DAS-Public Works. This waiver would also provide for efficiency of state funds as DAS-Public Works already has a full schedule of projects to manage.

3. A statement of whether the agency intends to proceed with the project on a force account basis, by contracts awarded through competitive bidding without the participation of the Division of Public Works, by short term rental of construction equipment, or by any combination of these methods and an explanation of why such methods are proposed and are in the best interest of the State.
    a. NH Police Standards & Training will work with DAS-Purchasing to send out an RFB so that the project is competitively bid and NH Police Standards & Training will contract with the awarded vendor with the approval of the Governor & Council.

4. Identification of potential alternatives to an exclusion that have been explored by the agency and the reasons that such alternatives are not feasible, reasonable, or in the best interest of the State.
    a. No potential alternatives have been identified.

SUBMITTED BY Director John V. Scippa: _____
***The above signature indicates confirmation of review and understanding of RSA 21-I and MOP Chapter 1625

Name of Agency Head or Designee: Director John V. Scippa

REVIEWED BY: _____
Theodor Kupper, Director
DAS Division of Public Works

DATE REVIEWED: 07162024

APPROVED BY: _____
Charles M. Arlinghaus, Commissioner
Department of Administrative Services

DATE APPROVED: 7-18-24

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Summary

Bid Description	NORAMENT® GRANO™ FLOORING INSTALLATION	Agency	Dept. of Safety, Police Standards and Training
Bid #	19-25	RQ #	pending
Agent Name	Jonah Rosa	Bid Closing	9/10/2024 at 9:30 am

Indicates Award: ☐

Qty	UOM	Product Description	C. J. Ryder Flooring LLC		Gorman Thomas, Inc.		Continental Flooring Company		Phillip J. Enterprises, Inc. D.B.A. Messina's Flooring & Carpet	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost	Unit Cost	Extended Cost
12,000	SQ FT	Furnish new Noramen® Grano™ and Noramen® 992 Grano™ flooring according to paragraph 29 (approximately 12,000 total square feet)	$18.35	$220,223.00	$17.35	$208,200.00	$18.93	$227,100.00	$23.13	$277,560.00
12,000	SQ FT	Labor to remove and dispose of existing flooring (approximately 12,000 total square feet)	$0.56	$6,700.00	$0.75	$9,000.00	$0.83	$9,900.00	$1.25	$15,000.00
12,000	SQ FT	Labor to prepare subfloor and install new flooring according to paragraph 29 (approximately 12,000 square feet)	$4.42	$53,075.00	$7.53	$90,360.00	$7.33	$88,000.00	$4.50	$54,000.00
		Total		**$279,998.00**		**$307,560.00**		**$325,000.00**		**$346,560.00**

Recommendation Summary	
Number of Solicitations Received	4
Number of Sourced bidders	20
Number of NIGP Vendors Sourced	107
Number of non-responsive bidders	123
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	ACH
FOB Delivered	Yes
Special Notes:	

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Police Standards and Training		1.2 State Agency Address 17 Institute Drive Concord, NH 03301	
1.3 Contractor Name C.J. Ryder Flooring LLC		1.4 Contractor Address 320 Dover Road, Unit 13 Chichester, NH 03258	
1.5 Contractor Phone Number (603) 340-1418	1.6 Account Unit and Class 06-87-87-870030-13280000-034-500162	1.7 Completion Date 6/30/2025	1.8 Price Limitation $279,998.00
1.9 Contracting Officer for State Agency Maxim F. Schultz, Assistant Director		1.10 State Agency Telephone Number (603) 271-2133	
1.11 Contractor Signature Curtis Ryder Date: 10/17/2024		1.12 Name and Title of Contractor Signatory Curtis Ryder Owner	
1.13 State Agency Signature John V. Scippa Date: 10/17/24		1.14 Name and Title of State Agency Signatory John V. Scippa, Director	
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: 10/17/2024			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials CR

Date 10/17/2024

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 CR

Date 10/17/2024

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions to this contract.

Contractor Initials CR

Date 10/17/2024

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. C.J. Ryder Flooring LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Police Standards and Training, with Norament® Grano™ and Norament® 992 Grano™ flooring Installation Services in accordance with the bid submission in response to State Request for Bid 19-25 and as described herein.

2. **CONTRACT DOCUMENTS:**
   2.1. This Contract consists of the following documents ("Contract Documents"):
   - State of New Hampshire Terms and Conditions, General Provisions Form P-37
   - EXHIBIT A Special Provisions
   - EXHIBIT B Scope of Services
   - EXHIBIT C Method of Payment

   2.2. 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), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment,".

3. **TERM OF CONTRACT:**
   3.1. The term of the contract shall commence upon approval of the Governor and Executive Council through project completion.

4. **SCOPE OF WORK:**
   4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services at NH Police Standards & Training, 17 Institute Drive, Concord, NH 03301 as described herein beginning November 15, 2024.

   4.2. Except as otherwise provided in this Scope of Services, all services performed under any contract resulting from this solicitation shall be performed Monday through Sunday between the hours of 7:00 A.M. and 4:30 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

   4.3. The Contractor shall:

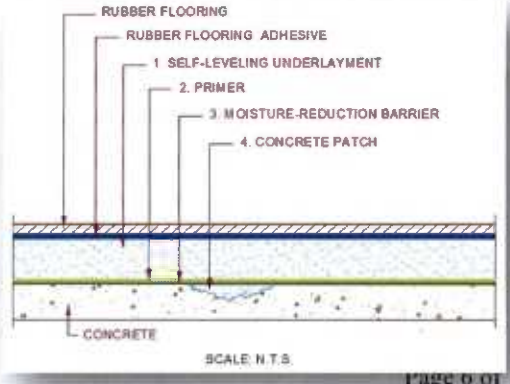
   4.3.1. Deliver packaged Norament® Grano™ and Norament® 992 Grano™ flooring materials and cove base in original containers with seals unbroken and labels intact until time of use.

   4.3.2. Deliver Norament® Grano™ and Norament® 992 Grano™ flooring and cove base for the State of NH to store in a heated a dry facility at least 48 hours before commencement of work.

   4.3.3. Deliver Norament® Grano™ and Norament® 992 Grano™ flooring in the colors and approximate square footage per Attachment 1: Floorplan.

   4.3.4. Remove and dispose of existing flooring and cove base.

   4.3.5. Prepare subfloor (concrete) and apply a moisture barrier in accordance with the manufacturer's **specifications using the following diagram as an example:**



Contractor Initials CR

Date 10/17/2024

4.4. In cooperation with the Contractor, the State shall:

4.4.1. Store packaged materials in original containers with seals unbroken and labels intact until time of use. Prevent damage or contamination to materials by water, freezing, foreign matter or other causes.

4.4.2. Store materials in heated area on site at least 24 hours before commencement of work.

4.4.3. Provide heated and dry storage facilities on site.

4.4.4. Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.

4.4.5. Vent temporary heaters to exterior to prevent damage to materials from carbonation (carbon dioxide build-up).

4.4.6. Maintain temperatures at not less than 50°F (10°C) during installation and for 7 days after completion, unless higher temperatures are required by referenced installation standards or manufacturer's written instructions.

4.5. The Contractor shall not commence work until a conference is held with the State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference shall be arranged by the State agency.

4.6. 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.

4.7. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

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

4.9. 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.

4.10. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

4.11. 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.

4.12. 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 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.

5. RETURNED GOODS:

5.1. The Contractor shall resolve all order and invoice discrepancies within five business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten 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.

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6. **WARRANTY REQUIREMENTS:**

6.1. Contractor shall be required to warranty all the products and service 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.

7. **SPECIFICATION COMPLIANCE:**

7.1. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

7.2. Unless otherwise specified by the Bureau of Purchase and Property, all equipment and items offered by the Contractor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

7.3. The manufacturers and/or product numbers indicated are the only ones that are acceptable under this contract.

8. **SPECIFICATIONS:**

8.1. The Norament® Grano™ and Norament® 992 Grano™ flooring shall have the specifications described at https://www.nora.com/united-states/en/products/norament-grano. See Attachment 1: Floorplan for specific colors and styles.

9. **OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**

9.1. The Contractor shall provide all Norament® Grano™ and Norament® 992 Grano™ flooring Installation Services strictly pursuant to, and in conformity with, the specifications described in State RFB 19-25, and as described herein, and under the terms of this Contract.

9.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

9.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

9.4. 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/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx.

9.5. 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.

9.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

10. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**

10.1. 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.

11. **CONFIDENTIALITY & CRIMINAL RECORD:**

11.1. If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

12. **TERMINATION:**

12.1. The State of New Hampshire shall have the right to terminate this contract at any time by giving the Contractor a thirty (30) day written notice.

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13. **NON-EXCLUSIVE CONTRACT:**

13.1. This is a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

Contractor Initials CR

Date 10/17/2024

EXHIBIT C - METHOD OF PAYMENT

14. CONTRACT PRICE:

14.1. The Contractor hereby agrees to provide Norament® Grano™ and Norament® 992 Grano™ flooring Installation Services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $279,998.00; 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.

15. PRICING STRUCTURE:

Qty	DESCRIPTION	PRICE PER SQ FT	EXTENDED PRICE
12,000	Furnish new Norament® Grano™ and Norament® 992 Grano™ flooring according to paragraph 29 (approximately 12,000 total square feet)	$ 18.35	$ 220,223.00
12,000	Labor to remove and dispose of existing flooring (approximately 12,000 total square feet)	$ 0.56	$ 6,700.00
12,000	Labor to prepare subfloor and install new flooring according to paragraph 29 (approximately 12,000 square feet)	$ 4.43	$ 53,075.00
		TOTAL:	**$ 279,998.00**

16. INVOICE:

16.1. Invoices shall be submitted to businessoffice@pst.nh.gov after completion of work.

16.2. Itemized invoices shall be submitted to the using agency after delivery of the products and include the following at a minimum:

16.2.1. State of NH purchase order (PO) number

16.2.2. State of NH contract number if applicable

16.2.3. State of NH ordering agency information

16.2.3.1. Name and contact information of ordering individual

16.2.3.2. Name of ordering state agency / department

16.2.3.3. Address of ordering state agency / department

16.2.3.4. Name and contact information of ordering state agency accounts payable office

16.2.4. Date of purchase

16.2.5. Date of delivery

16.2.6. Contractor order number

16.2.7. Contractor account representative name and contact information

16.2.8. Product description, quantity ordered, quantity delivered, unit price, total price for payment

16.3. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction after each milestone in paragraph 20.2.

17. PAYMENT:

17.1. Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: https://www.nh.gov/treasury.

17.2. Payment shall not be due until 30 days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction according to the following milestones:

17.2.1. Phase 1: Receipt of materials

17.2.2. Phase 2: Removal of all existing flooring and completion of all substrate preparation

17.2.3. Phase 3: Completion of new flooring installation

Contractor Initials CR

Date 10/17/2024

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 C. J. RYDER FLOORING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 30, 2013. 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: **702347**
Certificate Number: **0006675670**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2024.

David M. Scanlan
Secretary of State

Sole Proprietor Certification of Authority

I, Curtis Ryder, **hereby certify** that I am the Sole Proprietor
(Printed First and Last Name)

of C.J. Ryder Flooring LLC which is a tradename registered with the Secretary of State
(Name of Business)

under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority **shall remain valid for ninety (90)** days from the date of this Corporate Resolution.

DATED: 10/17/2024

ATTEST: Curtis Ryder
(Signature)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/17/2024

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

StateFarm

BEN RUSSO
85 MANCHESTER ST, STE 3
CONCORD NH 03301

CONTACT NAME: Lisa Gilbo
PHONE (A/C, No, Ext): 603-225-2200 FAX (A/C, No): 603-225-3311
E-MAIL ADDRESS: lisa.gilbo.ib5o@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B : State Farm Fire and Casualty Company	25143
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

CJ RYDER FLOORING LLC
PO BOX 634
EPSOM NH 03234

COVERAGES **CERTIFICATE NUMBER:** **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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			94-BH-A582-3	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY			056-9333-F13-29	06/13/2024	12/13/2024	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			94-BE-Q288-0	01/01/2024	01/01/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		94-ML-B882-1	01/01/2024	01/01/2025	[ ] PER STATUTE [X] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

For:

CERTIFICATE HOLDER

State of New Hampshire
Police Standards and Training
17 Institute Dr
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

Lisa Gilbo

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