



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street  
Concord, New Hampshire 03301  
(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

March 14, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with New Age Construction LLC (VC #527048), Hudson, NH, in an amount up to and not to exceed \$37,477.00 for ceiling tile replacement services effective upon Governor and Executive Council approval through April 1, 2026. **100% Restricted Funds.**

Funding is available in account Surplus Property Auction as follows:

01-14-14-141710-81600000-048-500226 CONTRACTUAL MAINT BUILD-GRN

## EXPLANATION

This project is to replace insulation and drop ceiling tiles/rails within the public store and office areas of NH State Surplus—White Farm at 144 Clinton Street—a public serving retail store that also hosts two surplus public auctions per year. Historical accounts suggest the drop ceiling at the State Surplus building was installed around 1990 and has been without any modifications, outside of some tile replacements, since. Over the years, the ceiling tiles have been opened and removed for cabling, pest bait trap checks and other events. This has left most of the ceiling tiles scabbed causing significant dirt and grime build up in the existing tiles. There are several other issues with the ceiling including but not limited to some ceiling tiles smelling of mold and mildew due to a leak in the roof that has since been repaired and other tiles that are stained, split, and sagging, which creates a further risk to building occupants. As a busy retail store, State Surplus wants to create a clean and safe environment for its patrons.

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 70-25. The Division of Public Works (DPW) provided a waiver for DAS to proceed with this bid request. This RFB reached 23 vendors through the NIGP registry with an additional 5 directly sourced. There were 3 compliant responses received. This RFB was split into two options both with differing scopes of work, with the State reserving the right to choose the best option after reviewing the bid results. New Age Construction LLC submitted the lowest compliant response for Option A which involves removing and replacing the existing grid rails and damaged tiles. It was determined that going with Option A would be in the best interest of the State because the difference in price to replace the ceiling grid rails versus

reusing the existing rails is just over \$5,000. Additionally, removing and replacing the existing grid rails will allow the Contractor to more thoroughly clean and remove mold and pest activity.

Contract financials	
Estimated project spend	\$34,070.00
Add balance of product line	\$3,407.00
Price limitation	\$37,477.00

Based on the foregoing, I am respectfully recommending approval of the contract with New Age Construction LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Bid Description	White Farm Ceiling Tile	Agency	DAS
RFB#	70-25	Requisition#	TBD
Agent Name	Abbie Joy	Bid Closing	1/10/2025 10:00 AM

Qty.	Amoskeag Maintenance Services		New Age Construction		Prime Real Estate Management	
	Option A	Option B	Option A	Option B	Option A	Option B
Materials	\$14,951.62	\$10,104.37	\$18,221.00	No Bid	No Bid	\$5,605.70
Labor	\$22,950.00	\$30,600.00	\$15,849.00			\$22,839.52
<b>Total</b>	<b>\$37,901.62</b>	<b>\$40,704.37</b>	<b>\$34,070.00</b>			<b>\$28,445.22</b>

Estimated annual spend	\$34,070.00
Add allowance for balance of product line	\$3,407.00
Recommended price limitation	\$37,477.00

Recommendation Summary	
Number of Solicitations Received	3
Number of Sourced bidders	5
Number of NIGP Vendors Sourced	23
Number of non-responsive bidders	25
D&B Report Attached	Yes
Method of Payment (P-card/ACH)	P-card/ACH
FOB Delivered	Yes

February 19, 2025

Amy L. Farnum  
Department of Administrative Services  
25 Capitol Street  
Concord, NH 03301

## Request for Major Project Exclusion

Dear Commissioner Arlinghaus:

In accordance with RSA 21-I:80, I(b), the Department of Administrative Services 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, the Department of Administrative Services 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.

The project would replace insulation and drop ceiling tiles/rails within the public store and office areas of NH Surplus-White Farm at 144 Clinton Street. Grime, critter activity, and wear and tear have led to sagging, and deterioration of the visible side of ceiling tiles and the space above. Current insulation holds potential health consequences given the age of material and suspected biological contamination from rodents during the pre-pest control era; monthly pest control service over the last 1.5 years has addressed that issue. While the cost of the project surpasses the \$25,000 threshold for involvement of DPW, the process is highly standardized, routine for contractors. NH Surplus' administrator (holding an M.S. in project management) would direct, manage, and schedule contractor time within opening hours of the facility and maintaining rules and norms for building renovations.

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.

The services of New Age Construction, per RFB, would be utilized to replace the ceiling insulation and drop ceiling structure in an area of approximately 1700 square feet. Materials include Armstrong drop ceiling rails, Armstrong 2'x2' grade A tiles, suspension wire, spacers, and industry leading insulation. Materials total \$18,221.00 and Labor totals \$15,849.

- b. An explanation of any required building modifications that will take place in order to complete the project.

There are no building or infrastructure modifications associated with this project. The current ceiling structure is simply being updated to represent the same system with new materials.

- c. Verification that a building permit is NOT required by the State Fire Marshal's Office.

It is believed that a building permit is not required by the State Fire Marshal. Should a permit be required, the process is understood by NH Surplus' Administrator, including the need to apply at least 30 days prior to the start of the project, have the permit in-hand at time of start, and how to complete the application online through the Fire Marshal's website.

- d. An explanation of any building infrastructure (plumbing, electrical, HVAC, fire suppression, etc.) modifications necessary to complete the project.

Building infrastructure will not be affected by the project.

- e. A statement indicating whether any buildings within the scope of the project are occupied or non-occupied.

Four staff would be present at the facility but working in other areas of the property while the work is being conducted. Alternative workspace exists in several other segregated building areas.

- f. Verification that the project does NOT require an inspection by the Labor Department.

It is believed that an inspection by the Labor Department is not required.

Verification of the overall estimated cost of the project with backup calculations or contractor quotes.

Please see the attached bid summary. Three quotes were submitted to an RFQ for this single agency service. The lowest cost for Option A was selected because it was insulation installation will be more efficient and effective if the existing degraded ceiling tiles are removed to allow access to the ceiling.

3. 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.

The ceiling update does not involve design nor project management.

4. 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.

The drop ceiling update would proceed through competitive bidding without the participation of DPW. This method is proposed as a best interest of the State so that valuable time/staff of DPW is not draw to a routine replacement of existing dated materials.

5. 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.

An alternative to the exclusion has not been determined. The drop ceiling update is considered a highly standard process which would proceed smoothly in the hands of a contracted vendor. Ceiling tiles are bowing due to sagging rails and loosen hangers given the decades-old age of original installation. It was decided to proceed with complete replacement of the drop ceiling.



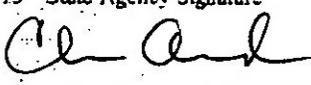
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Concord, NH 03301	
1.3 Contractor Name New Age Construction LLC		1.4 Contractor Address 9 Rebel Rd. Unit G. Hudson, NH 03051	
1.5 Contractor Phone Number 978-569-4290	1.6 Account Unit and Class Various	1.7 Completion Date April 1, 2026	1.8 Price Limitation \$37,477.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature  Date: 01/31/2025		1.12 Name and Title of Contractor Signatory Kris Bellemare - Owner	
1.13 State Agency Signature  Date: 3/25/25		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: <i>Christen Lavers</i> On: 4/1/25			
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.

**EXHIBIT A - SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials VB  
Date 01/29/2025

## EXHIBIT B - SCOPE OF SERVICES

### 1. INTRODUCTION:

- 1.1. New Age Construction LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Ceiling Tile Replacement Services in accordance with the bid submission in response to State Request for Bid #70-25 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 April 1, 2026, a period of approximately one (1) year.
- 3.2. The maximum term of the Contract (including all extensions) cannot exceed one (1) year.

### 4. SCOPE OF WORK:

- 4.1. Vendor must examine the conditions under which the ceiling work is to be performed and notify the State in writing of any unsatisfactory conditions. The Vendor shall make sure all unsatisfactory conditions have been corrected before proceeding.
- 4.2. Vendor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
- 4.3. Remove existing ceiling tiles and supply and install 2 x 2 tiles and grid: Approximately a 1,706 sq ft area.
- 4.4. FULL GRID REPLACEMENT: Vendor shall provide materials and labor pricing for the following:
- 4.4.1. Remove existing ceiling tiles, grid, and insulation
  - 4.4.2. Set up plastic barriers to protect any equipment that cannot be removed or relocated.
  - 4.4.3. Supply and install new insulation. Insulation shall meet the rating requirements established in the International Energy Conservation Code 2018
  - 4.4.4. Supply and install new 2 x 2 grid, painted black
  - 4.4.5. Supply and install new 2x2 Armstrong 922/7129A ceiling tiles, or similar fine fissure pattern of other manufacturers. The tiles will be white.
  - 4.4.6. Vertical Support System: Suspension wires shall be a minimum of 12-gauge galvanized wire attached to the main runner at 4 ft. maximum spacing in both directions. Each wire shall be anchored to the structure above with a device capable of supporting a minimum of 75 pounds. Wires supporting fixtures shall be capable of supporting four times the fixture weight. Suspension wires shall not hang more than 1 in 6 out of plumb unless counter sloping wires are provided. Wires shall not attach to or bond around interfering material such as ductwork. Trapeze or equivalent devices shall be used where obstructions interfere with direct suspension.
  - 4.4.7. Horizontal Support System: The lateral support systems for ceilings shall be shown in detail shop Drawings. Provisions shall be made for possible differential movement between ceilings and sidewalls. Terminal ends of
  - 4.4.8. Thickness of ceiling tile should be industry standard, approximately 0.625". Each main and cross runner shall be wire supported; wall trim angles shall not provide primary support for runners. Lateral support of ceilings shall not be provided by the angle trim and runner shall not be riveted to wall trim.

- 4.4.9. Install 11 lay-in LED flat 2x4 lights, reusing existing switches.
- 4.4.10. All recessed or drop-in light fixtures shall be supported directly from the fixture housing to the structure above with a minimum of two 12-gauge wires: leveling and positioning of fixture may be provided by the ceiling grid. Fixture support wires may be slightly loose to allow fixture to seat in heavy duty grid system only.
- 4.4.11. Maintain a clean work area.

5. **COMMERCIAL REQUIREMENTS:**

- 5.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 5.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract 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 State. **WORK CANNOT BE PERFORMED ON MONDAYS.** 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.
- 5.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 5.4. The State shall require correction of any defective work and the repair of any damages 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 damages 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 damages from payments to the Contractor.
- 5.5. 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.
- 5.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 5.7. While on State property the Contractor, its employees, and its sub-contractors 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.
- 5.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 5.9. 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 sub-contractors is prohibited.
- 5.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.



## EXHIBIT C - METHOD OF PAYMENT

### 9. CONTRACT PRICE:

9.1. The Contractor hereby agrees to provide ceiling tile replacement 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 \$37,477.00; 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.

### 10. PRICE ADJUSTMENTS

- 10.1. The Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.
- 10.2. Requests for price increases must be received in writing at the Department of Administrative Services a minimum of 20 calendar days prior to the proposed effective date as listed above. Documentation of the increase from the manufacturer must accompany the request to support the amount (%) of the requested increase.
- 10.3. The increase for any item shall not be allowed to exceed the documented percentage of increase levied on the contractor by the manufacturer. Requests for price increases may only be based on increased material prices and not on fuel costs, regulatory charges or any other type of surcharge or administrative cost.
- 10.4. The Department of Administrative Services will monitor other information sources to confirm that contract prices are indeed following market trends in a fair and equitable manner. The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part, or the entire contract, if deemed to be in its best interest.

### 11. PRICING STRUCTURE:

Description	Rate	Qty	Extended Price
Install new ceiling tile and grid	\$9.50	1700	\$16,150.00
Install new insulation	\$5.10	1700	\$8,670.00
Demo old tile and insulation	\$5,500.00	1	\$5,500.00
Permits and dumpster fees	\$1,500.00	1	\$1,500.00
Install 11 2x4 LED flat lights	\$2,250.00	1	\$2,250.00

### 12. INVOICE:

- 12.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.
- 12.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.
- 12.3. The invoice shall be sent to the address of the using agency under agreement.

### 13. PAYMENT:

- 13.1. 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>.

**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 NEW AGE CONSTRUCTION LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on October 06, 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: 853005

Certificate Number: 0007146900



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of April A.D. 2025.

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

David M. Scanlan  
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

**Limited Partnership or LLC Certification of Authority**

I, Kris Bellemare, hereby certify that I am the sole Partner, Member or  
(Name)  
Manager and the sole officer of New Age Construction a limited liability partnership  
(Name of Partnership or LLC)  
under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. 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 partnership or LLC and that this authorization shall remain valid for sixty (60) days from the date of this Corporate Resolution.

DATED: 1/27/25

ATTEST: [Signature] owner  
(Name & Title)



NEWAGEC-01

DALDRICH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/27/2025

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).

<b>PRODUCER</b> License # AGR8150 Clark Insurance, a Marsh & McLennan Agency, LLC company One Sundial Ave Suite 302N Manchester, NH 03103	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (603) 622-2855      FAX (A/C. No.): (603) 622-2854 E-MAIL ADDRESS: info@clarkinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A: Merchants Preferred      12901	
<b>INSURED</b>  New Age Construction LLC 72 Manchester Street Nashua, NH 03064	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**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
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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CTR1002606	10/9/2024	10/9/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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 DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY    Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WCA9104366	10/16/2024	10/16/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

<b>CERTIFICATE HOLDER</b>  State of New Hampshire, Administrative Services Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	<b>CANCELLATION</b>  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 <i>Margie Ruth</i>