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State of New Hampshire

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

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

September 10, 2025

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

REQUESTED ACTION

Authorize the Department of Administrative Servies to enter into a contract with Prime Roofing Corp. (VC 157097) of New Ipswich, NH in an amount up to and not to exceed $551,520.00 for statewide roofing services effective upon Governor and Executive Council approval through October 31, 2028, with the option to extend for up to an additional two (2) years.

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

EXPLANATION

The Department of Administrative Services, Bureau of Purchase and Property, issued request for bid (RFB) 3019-25 March 14, 2025, with responses due on April 16, 2025. This bid reached 59 vendors through the NIGP electronic sourcing database with an additional 14 vendors directly sourced. There were five compliant responses received for this multi-award contract. Prime Roofing Corp. submitted the second lowest pricing for 6 out of 10 counties. To ensure statewide availability for multiple projects, this RFB was awarded to the Vendors providing the lowest cost gross hourly rate per county with multiple Vendors awarded per county which include, in addition to Prime Roofing Corp., GDC LLC, Derry Roofing LLC, and The Melanson Company, a Tecta America Company, LLC.

The expiring contracts (8003159 and 8003160) were for roofing repairs limited to a 350 square foot repair area. After reviewing the contracts with the utilizing agencies, the decision was made to expand the contract offerings to include other roofing services in addition to repairs. The 350 square foot requirement was removed to allow agencies to use the contract more effectively. To ensure the best interest of the taxpayers, agencies will issue a Request for Quote (RFQ) to the awarded Contractors for the applicable county detailing the services needed. Agencies will then select the Contractor who is able to meet both the service and availability needs at the lowest cost, which will include material costs.

Agencies will need to obtain prior approval from the Division of Public Works (DPW) for projects exceeding $25,000 except for the Department of Fish & Game, Adjutant General, and the Department of Natural and Cultural Resources who can conduct projects below $500,000 without approval from DPW per RSA 21-I:80.

The forecasted spend is calculated from actual expenditures in business intelligence reports for the last three years, providing a more accurate estimation of spend and includes an allowance of 20% for expanded roofing services and unforeseen emergency repairs.

Contract financials	
Estimated annual spend	$153,200.00
Estimated 3-year term spend	$459,600.00
Add allowance for expanded services/emergency repairs (20%)	$91,920.00
Price limitation	$551,520.00

The Department of Administrative Services has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Based on the foregoing, I am respectfully recommending approval of the contract with Prime Roofing Corp.

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	Roofing Services	Agency	Statewide
RFB#	3019-25	Requisition#	N/A
Agent Name	Abbie Poole	Bid Closing	4/16/2025 9:00

Indicates Award:

Est. Hours	County	Derry Roofing			GDC LLC			Griffin Construction			Prime Roofing Corp		
		Supervisor Hr. Rate	Laborer Hr. Rate	Extended Cost	Supervisor Hr. Rate	Laborer Hr. Rate	Extended Cost	Supervisor Hr. Rate	Laborer Hr. Rate	Extended Cost	Supervisor Hr. Rate	Laborer Hr. Rate	Extended Cost
50	Belknap	$135.00	$90.00	$11,250.00	$85.00	$75.00	$8,000.00			$0.00	$90.00	$80.00	$8,500.00
50	Carroll	$145.00	$100.00	$12,250.00	$92.00	$82.00	$8,700.00			$0.00	$166.00	$156.00	$16,100.00
25	Cheshire	$130.00	$85.00	$5,375.00	$75.00	$65.00	$3,500.00	$93.17	$79.86	$4,325.75	$85.00	$75.00	$4,000.00
25	Coos	$150.00	$105.00	$6,375.00	$95.00	$85.00	$4,500.00			$0.00	$166.00	$156.00	$8,050.00
50	Grafton	$145.00	$100.00	$12,250.00	$92.00	$82.00	$8,700.00			$0.00	$130.00	$120.00	$12,500.00
125	Hillsborough	$125.00	$80.00	$25,625.00	$66.00	$56.00	$15,250.00			$0.00	$90.00	$80.00	$21,250.00
375	Merrimack	$130.00	$85.00	$80,625.00	$66.00	$56.00	$45,750.00			$0.00	$90.00	$80.00	$63,750.00
50	Rockingham	$125.00	$80.00	$10,250.00	$77.00	$67.00	$7,200.00			$0.00	$90.00	$80.00	$8,500.00
15	Strafford	$130.00	$85.00	$3,225.00	$80.00	$70.00	$2,250.00			$0.00	$90.00	$80.00	$2,550.00
50	Sullivan	$135.00	$90.00	$11,250.00	$77.00	$62.00	$6,950.00	$93.17	$79.86	$8,651.50	$85.00	$75.00	$8,000.00
Sub Total				**$178,475.00**			**$110,800.00**			**$12,977.25**			**$153,200.00**

Estimated annual spend	$153,200.00
Estimated term spend	$459,600.00
Add allowance for balance of product line	$91,920.00
Recommended price limitation	$551,520.00

Recommendation Summary	
Statewide Contract or Amendment	Contract
Term of Contract	3 Years
Price Limitation	$551,520.00
Number of Solicitations Received	4
Number of Sourced bidders	14
Number of NIGP Vendors Sourced	59
Number of non-responsive bidders	69
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Confirmed Vendor is not debarred or suspended	Yes
Method of Payment (P-card/ACH)	P-card/ACH
FOB Delivered	Yes

Special Notes: There is no reference to the expiring contracts because the Scope of Work has changed.

Division of Procurement Support Services
Bureau of Purchase Property

RFB Bid Summary

Gary S. Lunetta
Director
(603) 271-2201

The Melanson Company		
Supervisor Hr. Rate	Laborer Hr. Rate	Extended Cost
$100.00	$87.00	$9,350.00
$145.00	$120.00	$13,250.00
$90.00	$78.00	$4,200.00
$145.00	$120.00	$6,625.00
$145.00	$120.00	$13,250.00
$95.00	$87.00	$22,750.00
$90.00	$78.00	$63,000.00
$95.00	$87.00	$9,100.00
$115.00	$95.00	$3,150.00
$90.00	$78.00	$8,400.00
		$153,075.00

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Roofing	Agency	Statewide
RFB#	3019-25	Requisition#	N/A
Agent Name	Abbie	Bid Closing	4/16/2025

Indicates Award: ☐

Est. Hours	County	Derry Roofing	GDC LLC	Griffin Construction	Prime Roofing Corp	The Melanson Company
50	Belknap	$11,250.00	$8,000.00	$0.00	$8,500.00	$9,350.00
50	Carroll	$12,250.00	$8,700.00	$0.00	$16,100.00	$13,250.00
25	Cheshire	$5,375.00	$3,500.00	$4,325.75	$4,000.00	$4,200.00
25	Coos	$6,375.00	$4,500.00	$0.00	$8,050.00	$6,625.00
50	Grafton	$12,250.00	$8,700.00	$0.00	$12,500.00	$13,250.00
125	Hillsborough	$25,625.00	$15,250.00	$0.00	$21,250.00	$22,750.00
375	Merrimack	$80,625.00	$45,750.00	$0.00	$63,750.00	$63,000.00
50	Rockingham	$10,250.00	$7,200.00	$0.00	$8,500.00	$9,100.00
15	Strafford	$3,225.00	$2,250.00	$0.00	$2,550.00	$3,150.00
50	Sullivan	$11,250.00	$6,950.00	$8,651.50	$8,000.00	$8,400.00
Sub Total		**$178,475.00**	**$110,800.00**	**$12,977.25**	**$153,200.00**	**$153,075.00**

Estimated annual spend	$153,200.00
Estimated term spend	$459,600.00
Add allowance for balance of product line	$91,920.00
Recommended price limitation	$551,520.00

Gary S. Lunetta
Director
(603) 271-2201

Recommendation Summary	
Statewide Contract or Amendment	Contract
Term of Contract	3 Years
Price Limitation	$551,520.00
Number of Solicitations Received	4
Number of Sourced bidders	14
Number of NIGP Vendors Sourced	59
Number of non-responsive bidders	69
P-37 Checklist Complete	Yes
D&B Report Attached	Yes
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes
Method of Payment (P-card/ACH)	P-card/ACH
FOB Delivered	Yes

Special Notes: There is no reference to the expiring contracts because the Scope of Work has changed.

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 Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Prime Roofing Corp.		1.4 Contractor Address PO Box 478 New Ipswich, NH 03071	
1.5 Contractor Phone Number 603-878-3550	1.6 Account Unit and Class Various	1.7 Completion Date October 31, 2028	1.8 Price Limitation $551,520.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature Date: 8/20/2025		1.12 Name and Title of Contractor Signatory Garett Seppala, VP	
1.13 State Agency Signature Date: 9/9/25		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: Christen Lavers		On: 9/15/25	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials GWS

Date 8/20/2025

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.

Contractor Initials LWS

Date 8/20/2025

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 GWS

Date 8/20/2025

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials GWS

Date 8/20/2025

EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. Prime Roofing Corp. (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with Roofing Services in accordance with the bid submission in response to State Request for Bid #3019-25 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 November 1, 2025, or upon approval of the Governor and Executive Council, whichever is later, through October 31, 2028, a period of approximately three (3) years.
   3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.
   3.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.
4. **SCOPE OF WORK:**
   4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
   4.2. Work consists of assisting the State in identifying the cause of, recommending and performing repairs and maintenance services to roofing, flashing, and associated structure to eliminate water infiltration problems in State owned/occupied buildings.
   4.3. Standard products most utilized by State agencies include but are not limited to the following:

Item	Spec Sect.	Title	Description
1	7260	Vapor Retarders	Vapor seal for the building enclosure and gaps between adjacent materials forming wall and roof openings.
2	7270	Air Barriers	Air seal for the building enclosure and seal between adjacent materials or components forming wall or roof openings.
3	7311	Asphalt Shingles	Organic mat or glass fiber felt asphalt composition shingles, mineral granule surfaced, over sloped nailable roof deck surface, with eave (ice dam) protection, flashings, and underlayment.
4	7510	Built-Up Bituminous Roofing	Multiple ply built-up roofing of asphalt or coal tar bitumen and felts.
5	7511	Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts.
6	7512	Protected Membrane Built-Up Asphalt Roofing	Multiple ply built-up roofing of asphalt bitumen and felts, placed directly on a structural deck with loose laid insulation; gravel, paver, or concrete ballast over insulation.
7	7515	Built-Up Coal-Tar Roofing	Multiple ply built-up roofing of coal tar bitumen and felts.

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8	7530	Elastomeric Membrane Roofing	Single ply roof membranes of various types, fully adhered, loose laid or mechanically attached, with insulation, ballast cover or colored coating finish. To include torch down work if needed.
9	7531	Single Ply Roofing - Fully Adhered	Single ply roof membranes of various types, fully bonded to substrate, exposed to view without ballast cover.
10	7532	Single Ply Roofing - Loose Laid Ballasted	Single ply roof membranes of various types, loose laid over insulation surfaces, with aggregate or paver ballast cover.
11	7533	Single Ply Roofing - Mechanically Attached	Single ply roof membranes of various types, placed over insulation surfaces and mechanically attached, with aggregate or paver ballast cover or colored coating finish.
12	7550	Modified Bituminous Membrane Roofing	Single or double ply roofing of reinforced composite membrane of modified asphalt bitumen, adhered over an insulation substrate with a protective covering.
13	7591	Preparation For Re-roofing	Removal of part or all of existing membrane roofing in preparation for replacing the roof membrane system.
14	7610	Sheet Metal Roofing	Metal roofing, formed to flat, standing, or battened seams; metal gutters and downspouts and eave (ice dam) protection.
15	7620	Sheet Metal Flashing and Trim	Sheet metal work, gutters and downspouts, flashings, and trim associated with roofing and waterproofing membranes.
16	7900	Joint Sealers	Gunnable and pourable sealants, compressible foam sealers, and gaskets for sealing static and dynamic joints and joints between differing materials and components.

4.4. GENERAL

4.4.1. All roofing repair work is to be completed in accordance with the requirements set forth herein. The scope of services includes the removal, transport, and disposal of roofing materials located at state facilities. Work is to be completed in accordance with the schedules state herein, in the contract documents, and as designated by the State of New Hampshire. It is essential that all work be phased and scheduled as required to facilitate the State of New Hampshire's renovation and upgrade work.

4.4.2. All work is to be completed in strict accordance with applicable federal, state, and local laws, ordinances, rules, regulations, and codes, including but not limited to the Occupational Safety & Health Administration (OSHA), Environmental Protection Agency *(EPA)*, State of New Hampshire Building Code per RSA 155-A, and New Hampshire State Fire Code per RSA 153 governing the provision of services under any contract resulting from this solicitation.

4.5. EQUIPMENT

4.5.1. All specialized rental equipment (personnel lifts, scaffolding, cranes, compressors, etc.) required to access the work is to be provided by the Contractor. Costs for the equipment are to be dated invoice rate receipt, plus 10 percent.

4.6. MATERIALS

4.6.1. Rates for new materials utilized to complete the roofing repairs shall be verified by the dated receipts, referencing the specific location. Invoicing shall be done by the dated cost receipt plus 10 percent.

4.7. CONTRACTOR USE OF PREMISES

4.7.1. General: The Contractor shall limit the use of the site to the work indicated, so as to allow for the State of New Hampshire operations and general construction activity. Confine operations at the site to the specified work areas of the specification. Take all precautions necessary to protect the site,

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buildings, any occupants, and surrounding areas from work-related hazards during the construction period. Maintain building in a safe and structurally sound condition throughout the work. Provide additional barriers and site security as needed to accommodate such access.

4.7.2. Install solid barriers to prevent unauthorized access and visibility from adjacent, public or State of New Hampshire- occupied areas as designated by the State of New Hampshire and using materials and construction methods approved by applicable regulations. Contractor shall work in cooperation with, and coordinate all work with the State of New Hampshire project supervisor.

4.8. STOP WORK

4.8.1. If the State of New Hampshire presents a written or verbal stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by the State of New Hampshire.

5. INSTALLATION REQUIREMENTS:

5.1. Contractor shall be required to supply, deliver, uncrate, set into place, make all of the final connections, start-up and test all of the equipment (turn-key).

6. COMMERCIAL REQUIREMENTS:

6.1. 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 or designee, 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.

6.2. 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. 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.

6.3. 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.

6.4. 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.

6.5. 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.

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

6.7. 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.

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

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6.9. 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.

6.10. 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.

7. STANDARDS

7.1. Applicability of Standards: It is the Contractor's responsibility to complete all work in accordance with (or exceeding) all applicable industry standards and guidelines including manufactures published specifications and installation instructions, applicable ASTM Standards, the National Roofing Contractors Association Roofing and Waterproofing Manual, FM Global, and UL standards where applicable. Except where Contract Documents include more stringent requirements, all applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents. Standards are made a part of the Contract Documents by reference. Where compliance with an industry standard is required, comply with the most current standards in effect as of date of Contract Documents.

7.2. Comply with applicable standards including, but not limited to, American National Standards Institute (ANSI) standards and American Society for Testing and Materials (ASTM) standards.

7.3. Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer to the State of New Hampshire project supervisor any requirements that are different or conflicting; outline the more stringent requirement before proceeding.

7.4. STATE AND LOCAL AGENCIES:

7.4.1. Send written notification as required by state and local regulations prior to beginning any work on Asbestos-containing materials. At least 10 working days prior to the start of work, submit appropriate notification to the New Hampshire Department of Environmental Services, Air Resource Division, 29 Hazen Drive, Concord, NH 03302. Post notifications at job site.

7.4.2. Notify all local emergency agencies of the abatement work to be completed as required. Obtain all necessary building permits as required.

7.5. FIRST AID:

7.5.1. Comply with governing regulations and recognized recommendations within the construction industry regarding first aid supplies.

7.6. FIRE EXTINGUISHERS:

7.6.1. Fire Extinguishers: Provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

7.7. WORKER PROTECTION:

7.7.1. Comply with respiratory protection requirements as specified in this specification and applicable regulations. Provide worker protection as required by the most stringent OSHA and/or EPA regulations and industry standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.

7.8. Respiratory Protection:

7.8.1. Provide sufficient respiratory protection in accordance with applicable OSHA requirements in addition to ANSI, NIOSH, and MSHA standards. Select proper level of protection based on personnel exposure monitoring and the applicable OSHA Permissible Exposure Limits.

7.9. CONTROL ACCESS:

7.9.1. Safety and Warning Devices: Provide units with the following safety and warning devices:

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7.9.2. Isolate the Work Area to prevent building occupants and the public into work area or surrounding controlled areas. Notify the State of New Hampshire of all doors and other openings that must be secured to isolate work area. Access to building exits must be maintained as indicated by the State of New Hampshire and State of New Hampshire's representatives.

7.9.3. Construct work area barriers as required allowing for State of New Hampshire operations and as approved by the State of New Hampshire and State of New Hampshire's representatives.

7.9.4. Secured Access: Arrange Work Area so that the only access into Work Area is through securable barriers.

7.9.5. Construction Barriers: Provide construction barriers as indicated by the State of New Hampshire to prohibit unauthorized access by adjacent occupants and public. At a minimum provide barriers as necessary to isolate all work areas where roofing repairs are conducted during periods of operation.

7.9.6. Provide Warning Signs at each door and barrier leading to work area reading as follows:

DANGER
KEEP OUT
BEYOND THIS POINT
CONSTRUCTION WORK IN PROGRESS

8. OTHER HAZARDOUS MATERIALS OR CONDITIONS:

8.1. Immediately notify the State of New Hampshire and other vendors at the site of any other hazardous or potentially hazardous materials or conditions encountered during the work. For torch down work, the Contractor shall provide a "fire watch" with proper fire extinguishers to extinguish any fires.

8.2. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."

8.3. The Contractor must have any applicable licenses required to work in the State of New Hampshire, have a minimum of Five (5) years' verifiable commercial experience in providing roofing services.

9. EMERGENCY REPAIRS:

9.1. Emergency repairs are defined as urgent, have impacted the safety of personnel, or impacted the operational capability of the State and are needed within 24 – 48 hours of notification to the Contractor. The Contractor shall provide repair rates at the hourly rates for the State facilities listed herein. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.

9.2. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials beyond those identified in a resultant contract shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

9.3. The Contractor shall, after each scheduled or emergency call and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

9.4. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. The Contractor shall employ a sufficient number of trained and certified technicians so that calls of any emergency nature can be answered promptly with the mechanic arriving at the job site no later than three (3) hours after the call is entered unless alternative arrangements are agreed upon with the requesting agency. Contractor shall provide a not to exceed estimate before starting any work. If overtime is necessary and is determined to be caused by the Contractor, the State may at their discretion deduct a portion of the additional time.

10. OTHER REPAIRS / REPLACEMENTS (NON-EMERGENCY):

10.1. The Contractor shall provide repair rates at the hourly rates for the State facilities listed herein for other repairs that are not a part of preventative maintenance and are not emergency repairs. Agencies shall request services

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by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.

10.2. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials beyond those identified in a resultant contract shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

10.3. The Contractor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

11. ADDITIONAL AGENCY REQUIREMENTS – DEPARTMENT OF CORRECTIONS

11.1. Administrative Rules, Policies, Regulations and Policy and Procedures Directives

Contractor shall comply with any applicable NH Department of Corrections (NHDOC) Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's) to include but not limited to PPD 371 (formerly 5.08): *Staff Personal Property Permitted in and Restricted from Prison Facilities*. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

11.2. Prison Rape Elimination Act (PREA) of 2003 and Acknowledgement of PREA Act Education/Information

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Contractor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link: http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm

11.3. Contractor Employee Information/Background Checks

11.3.1. Contractor shall be responsible for obtaining a criminal background check from NHDOC to include fingerprinting on all potential employees assigned by Contractor and/or sub-contractors to provide services to NHDOC. NHDOC Director of Medical and Forensics, or designee, shall notify the Contractor the procedures to obtain background checks and fingerprinting. Vendor and/or sub-contractor employee's hiring status shall be contingent upon receipt of a criminal background check and fingerprinting report(s) from the NH Department of Safety to NHDOC and a procedural review of said reports by NHDOC.

11.3.2. NHDOC reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-contractor(s) employees to determine eligibility status.

11.3.3. NHDOC shall notify Contractor of any potential Contractor and/or sub-contractor employee(s) who does not comply with the criteria identified below.

11.3.4. In addition, Contractor and/or sub-contractor shall not be able to hire employees meeting the following criteria:

11.3.4.1. Individuals convicted of a felony shall not be permitted to provide services;

11.3.4.2. Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;

11.3.4.3. Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by Commissioner, or designee, of NHDOC;

11.3.4.4. Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;

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11.3.4.5. Individuals whose professional licenses and/or certification have been revoked and reinstated from other states and/or the State of NH;

11.3.4.6. Individuals with a history of drug diversion;

11.3.4.7. Individual staff on the National Offender Database;

11.3.4.8. Individuals who were a former State of NH employee and/or former contracted employee that were dismissed for cause or resigned or retired pending results of investigation;

11.3.4.9. Individuals previously employed with NHDOC without prior approval of NHDOC; and

11.3.4.10. Relatives, or associates of people currently incarcerated or under Departmental supervision (probation or parole) may not be permitted to provide services without prior approval by NHDOC.

11.3.5. NHDOC reserves the right to conduct further review of any candidate and decline clearance.

12. ADDITIONAL AGENCY REQUIREMENTS

12.1. Work exceeding $25,000 will need prior approval from the Division of Public Works.

12.2. The Department of Fish & Game, Adjutant General, and the Department of Natural and Cultural Resources can conduct projects below $500,000 without approval from the Division of Public Works per RSA 21-I:80

13. ESTABLISHMENT OF ACCOUNTS:

13.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this contract as if an account already exists for the agency.

14. ELIGIBLE PARTICIPANTS:

14.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

15. ORDER TERMS

15.1. Upon the expiration or termination of any resultant contract, no new Purchase Orders may be issued and the parties' rights and obligations under any outstanding Purchase Orders shall continue. Notwithstanding the expiration or termination of any resultant contract, the terms and conditions of the contract shall continue to govern any outstanding Purchase Orders.

15.2. Notwithstanding the expiration or termination of the contract, the terms and conditions of the contract shall survive and continue to govern each and every outstanding Purchase Order.

15.3. All Orders shall be placed prior to the expiration (or earlier termination) of this Agreement. In the event that a timely Order made by an Authorized Purchaser and accepted by the Contractor contemplates performance or deliverables beyond the expiration or termination of this Agreement, the terms and conditions of this Agreement shall survive and continue to govern the Parties respective rights and obligations under the Order until all performance obligations and deliverables called for in the Order are complete.

16. ENVIRONMENTALLY FRIENDLY PRODUCTS:

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

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16.1.1. Energy or water efficient

16.1.2. Reusable

16.1.3. Recyclable

16.1.4. Contains postconsumer recycled materials

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

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

16.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties.

16.3. Whenever possible, Contractor shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractor must notify the State if a product contains mercury and/or PFAS.

16.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: *https://www.epa.gov/smartway/smartway-partner-list.*

17. USAGE REPORTING:

17.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Abbie Poole at the Bureau of Purchase and Property and sent electronic to Abigail.F.Poole@DAS.NH.Gov. At a minimum, the Report shall include:

17.1.1. Contract Number

17.1.2. Utilizing Agency and/or Eligible Participant

17.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

17.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:

17.1.4.1. Percentage of recycled materials contained within finished products

17.1.4.2. Percentage of waste recycled throughout the manufacturing process

17.1.4.3. Types and volume of packaging used for transport

17.1.4.4. Any associated material avoided and/or recycled as applicable under contract

17.1.4.5. A standardized reporting form will be provided after contract award

17.1.5. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

17.1.6. Preferred in Excel format

18. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

18.1. The Contractor shall provide all roofing services strictly pursuant to, and in conformity with, the specifications described in State RFB 3019-25, as described herein, and under the terms of this Contract.

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

18.3. 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.

18.4. 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.

18.5. 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.

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18.6. 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.

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

19.1. 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.

20. CONFIDENTIALITY & CRIMINAL RECORD:

20.1. 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.

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EXHIBIT C - METHOD OF PAYMENT

21. CONTRACT PRICE:

21.1. The Contractor hereby agrees to provide roofing 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 $551,520.00; 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.

21.2. Contract prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this contract. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges are included in the rates outlined in Section 22.

22. PRICING STRUCTURE:

COUNTY	SUPERVISOR HOURLY RATE	LABORER HOURLY RATE
Belknap	$90.00	$80.00
Carroll	$166.00	$156.00
Cheshire	$85.00	$75.00
Coos	$166.00	$156.00
Grafton	$130.00	$120.00
Hillsborough	$90.00	$80.00
Merrimack	$90.00	$80.00
Rockingham	$90.00	$80.00
Strafford	$90.00	$80.00
Sullivan	$85.00	$75.00

23. CONTRACT RETAINAGE:

23.1. The state shall retain 10% of total fixed fees from each payment, to be released upon the completion and acceptance of the work by the State.

24. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

24.1. State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon who is able to meet both the service and availability needs for each project at the lowest cost.

24.2. The 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.

25. TRAVEL EXPENSES (fixed fee):

25.1. All Travel expenses including air and ground transportation, parking, meals and lodging etc. are included in the fixed rates as shown under Exhibit C section 22 Pricing Structure.

26. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

26.1. During the term of contract, the State may purchase other items that relate to the product/categories represented herein from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges as specified above in "Contract Price".

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27. INVOICE:

27.1. 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.

27.2. Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

27.3. The invoice shall be sent to the address of the using agency under agreement.

28. PAYMENT:

28.1. 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.

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