

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

April 13, 2026

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 (Contract #8003807) with NDI Garage Door Professionals LLC (VC# 564060), Plaistow, NH, for overhead door repair and maintenance services in an amount up to and not to exceed \$1,300,000.00 with the option to extend for up to an additional two years, effective upon the Governor and Executive Council approval through February 28, 2031.

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, through the Bureau of Purchase and Property, issued request for bid (RFB) 3096-26 for overhead door repair and maintenance services as a new contract opportunity for the State of New Hampshire at the request of agencies including but not limited to DOT, DAS, DMAVS, Fish & Game, etc. The RFB received 5 compliant responses. The contracts requested will be awarded to the following bidders who submitted the lowest fixed fees and hourly rates for all 10 NH counties:

	Laurent Door Systems	Modern Door Solutions LLC	NDI Garage Door Professionals LLC
Contract Number	8003809	8003808	8003807
Number of Counties Awarded:	10	10	10

Upon approval this contract will provide overhead door repair and maintenance services to be employed on an as needed basis to accommodate the safe continued use of over 960 overhead doors in use at state facilities across the State. A request for quote (RFQ) for repairs and/or maintenance will be required to be sent to each contractor to determine the best price for the service. It is important to note that the contract also controls markup on all parts capping at a maximum of 10%. The requested price limitation of \$1,300,000 will cover the full term of the contract and is calculated from historical agency expenditures gathered from internal financial

reporting providing an estimation of total state annual spend. It also includes \$55,000 per year over the term of the contract to cover costs associated with unanticipated repairs, additional door preventive maintenance or increased agency use. Statewide contract price limitations for this recommended contract are projections based on historical spend, repair trends, and agency guidance on anticipated projects. The DPSS will monitor spend on a quarterly basis to ensure compliance with Governor and Executive approved price limitations.

The following table represents a summary of the amount necessary to accommodate the requested contract term. A detailed bid tabulation is attached for reference.

Contract financials	
Projected annual spend	\$205,000.00
Add contingency for unanticipated repairs	\$55,000.00
Estimated annual spend	\$260,000.00
Price Limitation for term of contract	\$1,300,000.00

The requested multi-award contract structure allows for a broad coverage of all state facilities, secures rates for repairs during business hours and emergency rates, while maintaining the State's competitive advantage through the execution of a RFQ to all contractors prior to the issuance of a purchase order.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with NDI Garage Door Professionals LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Offer Table Summary / RFB Award

Bid Description	Overhead Door Repair & Maintenance
Bid #	RFB 3096-26
Agent Name	Corrine Tatro

Agency	Statewide Contract
Bid Closing	12/19/2025 10am
Award	Bid awarded by Section, 10 Sections in total

indicates award

Materials and parts shall be invoiced not to exceed 10% above Vendor's cost.

Quantities listed for award purposes only, not a required or guaranteed quantity of work required.

Business Hours are defined as M-F 8am-4pm, excluding state holidays

Section 1: Belknap		Laurent Doors		Modern Door		NDI		Sahra Construction	
Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
20	Preventative Maintenance Fee -14'X14' or larger	\$ 249.00	\$4,980.00	\$180.00	\$3,600.00	\$295.00	\$5,900.00	\$1,200.00	\$24,000.00
50	Preventative Maintenance Fee - less than 14'X14'	\$ 195.00	\$9,750.00	\$140.00	\$7,000.00	\$225.00	\$11,250.00	\$900.00	\$45,000.00
50	Service Labor Rate Business Hours	\$ 195.00	\$9,750.00	\$125.00	\$6,250.00	\$165.00	\$8,250.00	\$120.00	\$6,000.00
2	Emergency Services Labor Rate	\$ 685.00	\$1,370.00	\$250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00
1	Fee for Lift Rental, if required	\$250.00	\$250.00	\$1,400.00	\$1,400.00	\$450.00	\$450.00	\$30.00	\$30.00
Total Extended			\$26,100.00		\$18,750.00		\$26,350.00		\$75,530.00

Section 2: Carroll		Laurent Doors		Modern Door		NDI		Sahra Construction	
Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
20	Preventative Maintenance Fee -14'X14' or larger	\$ 249.00	\$4,980.00	\$180.00	\$3,600.00	\$350.00	\$7,000.00	\$1,200.00	\$24,000.00
50	Preventative Maintenance Fee - less than 14'X14'	\$ 195.00	\$9,750.00	\$140.00	\$7,000.00	\$275.00	\$13,750.00	\$900.00	\$45,000.00
50	Service Labor Rate Business Hours	\$ 195.00	\$9,750.00	\$125.00	\$6,250.00	\$185.00	\$9,250.00	\$120.00	\$6,000.00
2	Emergency Services Labor Rate	\$ 685.00	\$1,370.00	\$250.00	\$500.00	\$295.00	\$590.00	\$250.00	\$500.00
1	Fee for Lift Rental, if required	\$250.00	\$250.00	\$1,400.00	\$1,400.00	\$450.00	\$450.00	\$30.00	\$30.00
Total Extended			\$26,100.00		\$18,750.00		\$31,040.00		\$75,530.00

Section 3: Cheshire		Champion		Laurent Doors		Modern Door		NDI		Sahra Construction	
Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
20	Preventative Maintenance Fee -14'X14' or larger	\$ 520.00	\$10,400.00	\$ 249.00	\$4,980.00	\$180.00	\$3,600.00	\$330.00	\$6,600.00	\$1,200.00	\$24,000.00
50	Preventative Maintenance Fee - less than 14'X14'	\$ 320.00	\$16,000.00	\$ 195.00	\$9,750.00	\$140.00	\$7,000.00	\$260.00	\$13,000.00	\$900.00	\$45,000.00
50	Service Labor Rate Business Hours	\$ 260.00	\$13,000.00	\$ 195.00	\$9,750.00	\$125.00	\$6,250.00	\$180.00	\$9,000.00	\$120.00	\$6,000.00
2	Emergency Services Labor Rate	\$ 520.00	\$1,040.00	\$ 685.00	\$1,370.00	\$250.00	\$500.00	\$285.00	\$570.00	\$250.00	\$500.00
1	Fee for Lift Rental, if required	\$500.00	\$500.00	\$250.00	\$250.00	\$1,400.00	\$1,400.00	\$450.00	\$450.00	\$30.00	\$30.00
Total Extended			\$40,940.00		\$26,100.00		\$18,750.00		\$29,620.00		\$75,530.00

Section 4: Coos		Laurent Doors		Modern Door		NDI		Sahra Construction	
Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
20	Preventative Maintenance Fee -14'X14' or larger	\$ 249.00	\$4,980.00	\$200.00	\$4,000.00	\$525.00	\$10,500.00	\$1,200.00	\$24,000.00
50	Preventative Maintenance Fee - less than 14'X14'	\$ 195.00	\$9,750.00	\$160.00	\$8,000.00	\$425.00	\$21,250.00	\$900.00	\$45,000.00
50	Service Labor Rate Business Hours	\$ 195.00	\$9,750.00	\$145.00	\$7,250.00	\$250.00	\$12,500.00	\$120.00	\$6,000.00
2	Emergency Services Labor Rate	\$ 685.00	\$1,370.00	\$300.00	\$600.00	\$350.00	\$700.00	\$250.00	\$500.00
1	Fee for Lift Rental, if required	\$250.00	\$250.00	\$1,400.00	\$1,400.00	\$600.00	\$600.00	\$30.00	\$30.00
Total Extended			\$26,100.00		\$21,250.00		\$45,550.00		\$75,530.00



Offer Table Summary / RFB Award

Section 5: Grafton		Laurent Doors		Modern Door		NDI		Sahra Construction	
Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
20	Preventative Maintenance Fee -14'X14' or larger	\$ 249.00	\$4,980.00	\$180.00	\$3,600.00	\$360.00	\$7,200.00	\$1,200.00	\$24,000.00
50	Preventative Maintenance Fee - less than 14'X14'	\$ 195.00	\$9,750.00	\$140.00	\$7,000.00	\$285.00	\$14,250.00	\$900.00	\$45,000.00
50	Service Labor Rate Business Hours	\$ 195.00	\$9,750.00	\$125.00	\$6,250.00	\$190.00	\$9,500.00	\$120.00	\$6,000.00
2	Emergency Services Labor Rate	\$ 685.00	\$1,370.00	\$250.00	\$500.00	\$295.00	\$590.00	\$250.00	\$500.00
1	Fee for Lift Rental, if required	\$250/day	\$250.00	\$1,400.00	\$1,400.00	\$450.00	\$450.00	\$30.00	\$30.00
Total Extended			\$26,100.00		\$18,750.00		\$31,990.00		\$75,530.00

Section 6: Hillsborough		Laurent Doors		Modern Door		NDI		Sahra Construction	
Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
20	Preventative Maintenance Fee -14'X14' or larger	\$ 249.00	\$4,980.00	\$180.00	\$3,600.00	\$290.00	\$5,800.00	\$1,200.00	\$24,000.00
50	Preventative Maintenance Fee - less than 14'X14'	\$ 195.00	\$9,750.00	\$140.00	\$7,000.00	\$220.00	\$11,000.00	\$900.00	\$45,000.00
50	Service Labor Rate Business Hours	\$ 195.00	\$9,750.00	\$125.00	\$6,250.00	\$165.00	\$8,250.00	\$120.00	\$6,000.00
2	Emergency Services Labor Rate	\$ 685.00	\$1,370.00	\$250.00	\$500.00	\$245.00	\$490.00	\$250.00	\$500.00
1	Fee for Lift Rental, if required	\$250.00	\$250.00	\$1,400.00	\$1,400.00	\$450.00	\$450.00	\$30.00	\$30.00
Total Extended			\$26,100.00		\$18,750.00		\$25,990.00		\$75,530.00

Section 7: Merrimack		Laurent Doors		Modern Door		NDI		Sahra Construction	
Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
20	Preventative Maintenance Fee -14'X14' or larger	\$ 249.00	\$4,980.00	\$180.00	\$3,600.00	\$300.00	\$6,000.00	\$1,200.00	\$24,000.00
50	Preventative Maintenance Fee - less than 14'X14'	\$ 195.00	\$9,750.00	\$140.00	\$7,000.00	\$230.00	\$11,500.00	\$900.00	\$45,000.00
50	Service Labor Rate Business Hours	\$ 195.00	\$9,750.00	\$125.00	\$6,250.00	\$170.00	\$8,500.00	\$120.00	\$6,000.00
2	Emergency Services Labor Rate	\$ 685.00	\$1,370.00	\$250.00	\$500.00	\$250.00	\$500.00	\$250.00	\$500.00
1	Fee for Lift Rental, if required	\$250.00	\$250.00	\$1,400.00	\$1,400.00	\$450.00	\$450.00	\$30.00	\$30.00
Total Extended			\$26,100.00		\$18,750.00		\$26,950.00		\$75,530.00

Section 8: Rockingham		Laurent Doors		Modern Door		NDI		Sahra Construction	
Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
20	Preventative Maintenance Fee -14'X14' or larger	\$ 249.00	\$4,980.00	\$180.00	\$3,600.00	\$265.00	\$5,300.00	\$1,200.00	\$24,000.00
50	Preventative Maintenance Fee - less than 14'X14'	\$ 195.00	\$9,750.00	\$140.00	\$7,000.00	\$195.00	\$9,750.00	\$900.00	\$45,000.00
50	Service Labor Rate Business Hours	\$ 195.00	\$9,750.00	\$125.00	\$6,250.00	\$155.00	\$7,750.00	\$120.00	\$6,000.00
2	Emergency Services Labor Rate	\$ 685.00	\$1,370.00	\$250.00	\$500.00	\$225.00	\$450.00	\$250.00	\$500.00
1	Fee for Lift Rental, if required	\$250.00	\$250.00	\$1,400.00	\$1,400.00	\$450.00	\$450.00	\$30.00	\$30.00
Total Extended			\$26,100.00		\$18,750.00		\$23,700.00		\$75,530.00

Section 9: Stafford		Laurent Doors		Modern Door		NDI		Sahra Construction	
Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
20	Preventative Maintenance Fee -14'X14' or larger	\$ 249.00	\$4,980.00	\$180.00	\$3,600.00	\$270.00	\$5,400.00	\$1,200.00	\$24,000.00
50	Preventative Maintenance Fee - less than 14'X14'	\$ 195.00	\$9,750.00	\$140.00	\$7,000.00	\$205.00	\$10,250.00	\$900.00	\$45,000.00
50	Service Labor Rate Business Hours	\$ 195.00	\$9,750.00	\$125.00	\$6,250.00	\$160.00	\$8,000.00	\$120.00	\$6,000.00
2	Emergency Services Labor Rate	\$ 685.00	\$1,370.00	\$250.00	\$500.00	\$235.00	\$470.00	\$250.00	\$500.00
1	Fee for Lift Rental, if required	\$250.00	\$250.00	\$1,400.00	\$1,400.00	\$450.00	\$450.00	\$30.00	\$30.00
Total Extended			\$26,100.00		\$18,750.00		\$24,570.00		\$75,530.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Offer Table Summary / RFB Award

Section 10: Sullivan		Laurent Doors		Modern Door		NDI		Sahra Construction	
Qty	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
20	Preventative Maintenance Fee -14'X14' or larger	\$ 249.00	\$4,980.00	\$180.00	\$3,600.00	\$325.00	\$6,500.00	\$1,200.00	\$24,000.00
50	Preventative Maintenance Fee - less than 14'X14'	\$ 195.00	\$9,750.00	\$140.00	\$7,000.00	\$255.00	\$12,750.00	\$900.00	\$45,000.00
50	Service Labor Rate Business Hours	\$ 195.00	\$9,750.00	\$125.00	\$6,250.00	\$175.00	\$8,750.00	\$120.00	\$6,000.00
2	Emergency Services Labor Rate	\$ 685.00	\$1,370.00	\$250.00	\$500.00	\$270.00	\$540.00	\$250.00	\$500.00
1	Fee for Lift Rental, if required	\$250.00	\$250.00	\$1,400.00	\$1,400.00	\$450.00	\$450.00	\$30.00	\$30.00
Total Extended			\$26,100.00		\$18,750.00		\$28,990.00		\$75,530.00

Price Limitation Calculation	
Historical annual spend statewide	\$205,000.00
Allowance for market increases on parts, balance of product line, increased agency use, unforeseen repairs	\$55,000.00
Estimated annual spend	\$260,000.00
Recommended price limitation	\$1,300,000.00

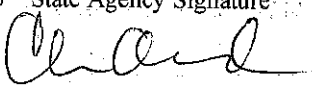
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

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 NDI Garage Door Professionals LLC		1.4 Contractor Address 91 Main Street #13 Plaistow, NH 03865	
1.5 Contractor Phone Number (207) 391-0996	1.6 Account Unit and Class Various	1.7 Completion Date 2/28/2031	1.8 Price Limitation \$1,300,000.00
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number (603) 271-2201	
1.11 Contractor Signature <i>Charles Nutter</i> Date: 01-23-2026		1.12 Name and Title of Contractor Signatory Charles Nutter, Owner	
1.13 State Agency Signature  Date: 4/29/26		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: 5/10/26			
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.

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. NDI Garage Door Professionals 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 Overhead Door Repair & Maintenance Services in accordance with the bid submission in response to State Request for Bid #3096-26 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. 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: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," (2.1.4.), and EXHIBIT C "Method of Payment".

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on approval of the Governor and Executive Council through February 28, 2031.
- 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 Commissioner of the Department of Administrative Services/Governor and Executive Council.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) 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. 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."
- 4.3. The Contractor shall be licensed to work in the State of New Hampshire, have a minimum of five (5) years' verifiable commercial experience in overhead maintenance and repair. Technicians employed by the Vendor must have all appropriate certification and licensure. The Contractor must be certified by the manufacturers to work on any of the equipment described in this bid and able to provide the certificates as applicable.
- 4.4. Performance Requirement Summary (PRS)

Performance Statements	Performance Standards/AQLs
The contractor shall perform complete inspection, preventative maintenance and repairs as requested by State of New Hampshire agencies	
Perform inspection of all roll-up and overhead doors.	
Evaluate door for safety concerns.	Set doors in constant contact mode, if identified as unsafe. Contact appropriate agency point of contact immediately upon discovery and recommend Lockout/Tagout door.
Inspect alignment of rollers.	
Inspect all bearings.	

Inspect guides and rails for security and alignment.	Guides should be aligned straight up and down with smooth transition to the next guide attached. Guides should all be fastened to wall and rails securely by bolts or welds.
Inspect steel counter balance lift cables.	Ensure they are securely attached to bottom of door and for indications of fraying of the wire strands or breakage.
Inspect condition of cables, belts, and drums and springs.	
Inspect sprockets	
Inspect condition of door's sections and door alignment	
Inspect limit switch setting	
Inspect frame mounting security	
Inspect and test lift disconnect	
Inspect weather-strip for wear and damage	
Inspect operator motor.	Provide remote opener programming as required to maintain functional use of doors.
Inspect for compliance with safety, fire, and ADA codes	
Inspect for excessive dirt, wear or corrosion in components, disconnecting automatic opener and testing door for balance and smooth operation by hand.	
Perform preventive maintenance of all overhead and roll-up doors.	This includes adequate lubrication on moving parts, replacing components showing evidence of wear and tear, and testing all sensors or safety devices to ensure they are working properly in the event of door failure.
Clean rails, guides, springs, and rollers.	Rails, guides, springs, and rollers are free from dust, dirt, corrosion, and obstruction.
Lubricate bearings, chains, rails and rollers.	Rails and rollers are lubricated according to manufacturer's recommendations.
Lubricate and tighten hinges	
Adjust brake and clutch	
Tighten sprockets	
Realign track and door.	Centering of wheels between door/track is between 1 1/2" and 2 1/2".
Re-secure and realign guides and rails.	Guides should be aligned straight up and down with smooth transition to the next guide attached. Guides should all be fastened to wall and rails securely by bolts or welds. Correct guide alignment and refasten system to walls if the previous conditions exist.

Refasten lift cables.	Refasten lift cables if not attached securely to door bottom to manufacturer's specifications.
Replace worn cables.	
Lubricate operator motor.	According to manufacturer's recommendations.
Correct guide alignment and refasten system to walls, if determined necessary	
Perform repairs of all overhead and roll-up doors.	
Provide services for all overhead and roll-up doors.	Industry standard preventative maintenance of all overhead, roll-up.
Provide final report.	Written report includes all materials, labor hours, and supplies required to complete the job. The manufacturer's warranty information and Operating & Maintenance Manual shall be provided.

5. EMERGENCY REPAIRS:

- 5.1. Emergency repairs are defined as urgent, have impacted the safety of personnel, or impacted the operational capability of the State and are needed within 4 hours of notification to the vendor. 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) either by phone or email with scope of work detailing as much information about the repair as available.
- 5.2. Requests for emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials and parts 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 lubricants and springs shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.
- 5.3. 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.
- 5.4. 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 four (4) hours after the call is entered. 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.

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

- 6.1. The awarded Contractor shall provide repair rates at the hourly rates for the State agency facilities for other repairs that are not a part of preventative maintenance and are not emergency repairs. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the repair as available.
- 6.2. Requests for non-emergency repairs and/or replace parts shall be approved in advance by the State representative. Materials and parts shall be invoiced not to exceed 10% above Vendor'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 lubricants and springs shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

- 6.3. 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.
- 6.4. The Contractor shall make service available eight (8) hours per day, 8 am EST – 4pm EST, five (5) days per week M-F excluding state holidays. The Contractor shall employ a sufficient number of trained and certified technicians so that calls of repair can be answered promptly with the mechanic arriving at the job site no later than forty eight (48) hours after the call is entered. If overtime is necessary and is determined to be caused by the Vendor, the State may at their discretion deduct a portion of the additional time.
- 7. PREVENTATIVE MAINTENANCE:**
- 7.1. The Contractor shall provide on demand preventive maintenance at the rate specified for the State facilities listed herein.
- 7.2. Requests for preventative maintenance, repairs and/or replace parts shall be approved in advance by the State representative. Materials and parts 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 lubricants and springs shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.
- 7.3. 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.
- 7.4. The Contractor shall make maintenance available eight (8) hours per day, 8 am EST – 4pm EST, five (5) days per week M-F excluding state holidays. The Contractor shall employ a sufficient number of trained and certified technicians so that calls of maintenance can be answered promptly with the mechanic arriving at the job site no later than forty eight (48) hours after the call is entered. 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.
- 8. ADDITIONAL REQUIREMENTS:**
- 8.1. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the requesting State agency. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- 8.2. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- 8.3. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The agency point of contact may require the Contractor to dismiss from the work such employees as 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.
- 8.4. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- 8.5. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 8.6. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- 8.7. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- 8.8. If **sub-contractors** are to be utilized, please include 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.

9. COMMERCIAL REQUIREMENTS:

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 9.7. 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.
- 9.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 9.9. 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.
- 9.10. 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.

10. USAGE REPORTING:

- 10.1. 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 Corrine Tatro at the Bureau of Purchase and Property and sent electronic to Corrine.E.Tatro@DAS.NH.Gov. At a minimum, the Report shall include:
 - 10.1.1. Contract Number
 - 10.1.2. Utilizing Agency and Eligible Participant
 - 10.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

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

10.1.5. Preferred in Excel format

11. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

11.1. The Contractor shall provide all OVERHEAD DOOR REPAIR AND MAINTENANCE services strictly pursuant to, and in conformity with, the specifications described in State RFB 3096-26, as described herein, and under the terms of this Contract.

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

11.3. 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.

11.4. 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\(q0fzcv55qhaeqs45jpvq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpvq5i45))/welcome.aspx).

11.5. 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.

11.6. 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.

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

12.1. 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.

13. CONFIDENTIALITY & CRIMINAL RECORD:

13.1. 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.

EXHIBIT C - METHOD OF PAYMENT

14. CONTRACT PRICE:

14.1. The Contractor hereby agrees to provide OVERHEAD DOOR REPAIR AND MAINTENANCE 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 \$1,300,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

15. PRICING STRUCTURE:

15.1. Contract pricing by county:

Belknap County	
Description	Contract Price
Preventative Maintenance Fee -14'X14' or larger	\$295.00
Preventative Maintenance Fee - less than 14'X14'	\$225.00
Service Hourly Labor Rate Business Hours	\$165.00
Emergency Services Hourly Labor Rate	\$250.00
Daily Fee for Lift Rental, if required	\$450.00

Carroll County	
Description	Contract Price
Preventative Maintenance Fee -14'X14' or larger	\$350.00
Preventative Maintenance Fee - less than 14'X14'	\$275.00
Service Hourly Labor Rate Business Hours	\$185.00
Emergency Services Hourly Labor Rate	\$295.00
Daily Fee for Lift Rental, if required	\$450.00

Cheshire County	
Description	Contract Price
Preventative Maintenance Fee -14'X14' or larger	\$330.00
Preventative Maintenance Fee - less than 14'X14'	\$260.00
Service Hourly Labor Rate Business Hours	\$180.00
Emergency Services Hourly Labor Rate	\$285.00
Daily Fee for Lift Rental, if required	\$450.00

Coos County	
Description	Contract Price
Preventative Maintenance Fee -14'X14' or larger	\$525.00
Preventative Maintenance Fee - less than 14'X14'	\$425.00
Service Hourly Labor Rate Business Hours	\$250.00
Emergency Services Hourly Labor Rate	\$350.00
Daily Fee for Lift Rental, if required	\$600.00

Grafton County	
Description	Contract Price
Preventative Maintenance Fee -14'X14' or larger	\$360.00
Preventative Maintenance Fee - less than 14'X14'	\$285.00
Service Hourly Labor Rate Business Hours	\$190.00
Emergency Services Hourly Labor Rate	\$295.00
Daily Fee for Lift Rental, if required	\$450.00

Hillsborough County	
Description	Contract Price
Preventative Maintenance Fee -14'X14' or larger	\$290.00
Preventative Maintenance Fee - less than 14'X14'	\$220.00
Service Hourly Labor Rate Business Hours	\$165.00
Emergency Services Hourly Labor Rate	\$245.00
Daily Fee for Lift Rental, if required	\$450.00

Merrimack County	
Description	Contract Price
Preventative Maintenance Fee -14'X14' or larger	\$300.00
Preventative Maintenance Fee - less than 14'X14'	\$230.00
Service Hourly Labor Rate Business Hours	\$170.00
Emergency Services Hourly Labor Rate	\$250.00
Daily Fee for Lift Rental, if required	\$450.00

Rockingham County	
Description	Contract Price
Preventative Maintenance Fee -14'X14' or larger	\$265.00
Preventative Maintenance Fee - less than 14'X14'	\$195.00
Service Hourly Labor Rate Business Hours	\$155.00
Emergency Services Hourly Labor Rate	\$225.00
Daily Fee for Lift Rental, if required	\$450.00

Stafford County	
Description	Contract Price
Preventative Maintenance Fee -14'X14' or larger	\$270.00
Preventative Maintenance Fee - less than 14'X14'	\$205.00
Service Hourly Labor Rate Business Hours	\$160.00
Emergency Services Hourly Labor Rate	\$235.00
Daily Fee for Lift Rental, if required	\$450.00

Sullivan County	
Description	Contract Price
Preventative Maintenance Fee -14'X14' or larger	\$325.00
Preventative Maintenance Fee - less than 14'X14'	\$255.00
Service Hourly Labor Rate Business Hours	\$175.00
Emergency Services Hourly Labor Rate	\$270.00
Daily Fee for Lift Rental, if required	\$450.00

16. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

- 16.1. 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 the lowest cost qualified quote.
- 16.2. 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.

17. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

- 17.1. The items in the Offer Section include the items most commonly purchased by State of New Hampshire agencies and shall be used for award purposes. 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 "Bid Prices".

18. TRAVEL EXPENSES (fixed fee):

- 18.1. 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 14 Pricing Structure.

19. INVOICE:

- 19.1. 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.
- 19.2. Contractor shall be paid via ACH within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction or paid by Procurement Card when invoice is received.

20. PAYMENT:

20.1. 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

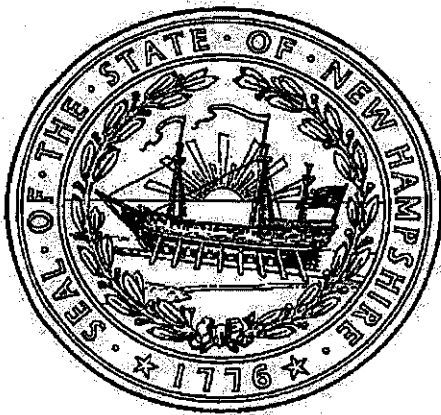
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NDI GARAGE DOOR PROFESSIONALS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 01, 2022. 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: 907671

Certificate Number: 0007918245



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2026.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

NDI Garage Door Professionals LLC

A New Hampshire Limited Liability Company

91 Main Street #13

Plaistow, NH 03865

I, **Charles Nutter**, hereby certify that:

1. I am the **sole owner and sole member** of **NDI Garage Door Professionals LLC**, a New Hampshire limited liability company in good standing.
2. The company conducts business for the State of New Hampshire Contracts under the vendor name **NDI Garage Door Pros LLC**.
3. Pursuant to the operating authority of the company, I possess full power to act on behalf of and bind the company.
4. I hereby grant authority to the following individuals to execute contracts and legally bind the company in connection with the State of New Hampshire contract for:

Overhead Door Repair & Maintenance Services

State Request for Bid #3096-26

Form P-37 Agreement

Authorized Signatories:

- **Charles Nutter**, Owner / Sole Member
- **Kyrstin Beaudoin**, Manager

4. The authority granted herein was in full force and effect on **January 23, 2026**, and remains valid unless revoked in writing.

Executed this **23rd day of January, 2026**.

NDI Garage Door Pros LLC

By: _____

Charles Nutter

Owner / Sole Member

Date: 01-23-2026



NDIGARA-01

ABALAJADIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2026

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

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

PRODUCER World Insurance Associates, LLC 64 Portsmouth Ave Exeter, NH 03833	CONTACT NAME: Jessica Lak	
	PHONE (A/C, No, Ext): (732) 380-0900	FAX (A/C, No):
E-MAIL ADDRESS: jessicalak@worldinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: MMG Insurance Company		15997
INSURER B: Associated Employers Insurance Company		11104
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 NDI Garage Door Professionals LLC & Resincore Epoxy Systems LLC & Charles Nutter
 88 Main St
 Plaistow, NH 03865

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 <input checked="" type="checkbox"/> MM054 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			SC24082315	11/16/2025	11/16/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			KA51026906	11/16/2025	11/16/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000			KU14943044	11/16/2025	11/16/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCC-500-8249339-2026A	1/19/2026	1/19/2027	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is additional insured with respects to General Liability as required by written contract subject to the terms and conditions of the policy.
 Workers Compensation: 3A State: NH & MA / Charles Nutter Excluded

CERTIFICATE HOLDER**CANCELLATION**

State of NH, Admin Services
 25 Capitol St,
 Concord, 03301

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