

91 - 9/2/26



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

August 5, 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 (DAS) to enter into a **sole source** contract with Acu-Bright Inc. (VC# 289791) Exeter, New Hampshire for a total price not to exceed \$15,639 for chandelier restoration services at the Upham Walker building at 18 Park Street in Concord, NH. The term of the contract shall begin upon approval of the Governor and Executive Council through December 31, 2026. **51% General Funds, 49% Transfer from Other Agencies**

Funds are available in the following accounts for Fiscal Year 2027 with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

FY 2027

01-14-14-141510-40840000, Central – Zone 2
048-500226- Contractual Maintenance Build – Grounds

\$15,639

EXPLANATION

DAS seeks approval to enter into a **sole source** contract with Acu-Bright Inc., which offered a cost savings of \$21,811 compared to the only bid received during the initial competitive bid process, which had to be canceled due to the unexpectedly high bid.

The contract will provide full restoration of four gasolier style chandeliers in the Upham Walker building at 18 Park Street, Concord, NH. The contractor will fully restore four historic gasolier-style chandeliers from the Upham Walker building, preserving their original finish while performing detailed cleaning, relacquering with museum-grade materials, rewiring with UL-approved components, and providing one period-appropriate replacement canopy. They will disassemble, label, test, reassemble, UL-certify, pick up the fixtures, and reinstall them upon completion.

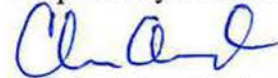
DAS, through the Bureau of Purchase and Property, issued a request for bid (RFB) 485-26 for Chandelier Restoration Services on June 4, 2026, with responses due June 17, 2026. The RFB reached 368 vendors through the NIGP registry with one additional vendor directly sourced. The bid was canceled due to one bid response that came in higher than expected estimates. DAS obtained a waiver from the

Bureau of Purchase and Property to waive the bid requirements and move forward with Acu-Bright at a cost savings of \$21,811 below the lowest bid.

In accordance with RSA 21-I:12, II B, the Department of Administrative Services, Division of Plant and Property Management is responsible to "provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law." The Division of Plant and Property maintains 96 state owned buildings located throughout the State. This contract is needed to restore four chandeliers at the Upham Walker building at 18 Park Street, Concord, NH.

Based on the foregoing, I am respectfully recommending approval of the contract with Acu-Bright Inc.

Respectfully submitted,



Charles M. Arlinghaus,
Commissioner



DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 06/18/2026

TO: CHARLES ARLINGHAUS, COMMISSIONER
DEPT. OF ADMINISTRATIVE SERVICES

Requester: Jesse Propri	Agency: Central Facilities Bureau
Commodity: Chandelier Restoration Services	Vendor: Acu-Bright, Inc.
RFB/RFP/RFQ (if applicable) RFB DAS 485-26	Contract: N/A
Est. Amount: \$15,639.00	

PERMISSION IS HEREBY REQUESTED TO WAIVE THE COMPETITIVE BID REQUIREMENTS OF RSA 21-I:11, (A)(3) AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Central Facilities Bureau is requesting to waive the competitive bid requirements in order to purchase chandelier restoration services using Acu-Bright, Inc. in the amount of \$15,639.00. Bid DAS 485-26 was completed on 6/17/2026, which resulted in one bid from The Five Essence LLC d/b/a 5XSense in the amount of \$37,450.00. Acu-Bright, Inc. did not bid because they were under the impression that since they had already provided the initial quote that they did not need to bid. It is in the State's best interest to purchase chandelier restoration services using Acu-Bright, Inc. for a cost avoidance of \$21,811.00.

The approval of this waiver is contingent upon receiving Governor and Executive Council approval and/or completion of the contracting process.

SUBMITTED FOR ACCEPTANCE BY:

Jonah.L. Digitally signed by
Rosa@das.nh.gov
Date: 2026.06.19
14:15:25 -0400
Christophe Digitally signed by
r.R.Fuller
@das.nh.gov
Date: 2026.06.19
09:11:07 -0400
PA / ADMIN / DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:


Digitally signed by
Gary S. Lunetta
Date: 2026.06.19
09:38:49 -0400
GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER
THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE
REVISED STATUTES, ANNOTATED 21-I:14, XII.

 6.23.26
CHARLES M. ARLINGHAUS, COMMISSIONER DATE
DEPARTMENT OF ADMINISTRATIVE SERVICES



Acu-Bright, Inc.

124 Kingston Road | Exeter, New Hampshire 03833
(603) 778-7883 | hello@acu-bright.com |
www.acu-bright.com

RECIPIENT:

General Court of New Hampshire

107 N. Main St, Rm 114
General Court of Administrative Office
Concord, NH 03301
Phone: 603.271.3162

SERVICE ADDRESS:

State House
107 N. Main St
Concord, New Hampshire 03301

Estimate #4209

Sent on May 12, 2026

Total \$15,639.00

Product/Service	Description	Qty.	Unit Price	Total
Restoration	Full restoration of four (4) gasolier style chandeliers. One (1) will need to be electrified from original gasolier.	1	\$15,639.00	\$15,639.00

All fixtures will keep their original finish. Restoration work to include:

Carefully disassemble and label fixtures.
Detailed cleaning of metal surfaces while retaining patina.
Remove lacquer by soaking parts in lacquer thinner.
Apply museum-grade lacquer with corrosion inhibitors per the manufacturer's instructions.
Rewire and replace sockets with UL-approved components matching the original size, type, and finish.
Provide one (1) period matching canopy for one of the fixtures.
Fully reassemble each fixture to confirm all parts are accounted for and functional.
UL testing and labeling for each fixture.

Acu-Bright will pick up the fixtures from the State House and reinstall them once the restoration is complete.

Total \$15,639.00

Certificate of insurance available by request.
Work will be invoiced after completion, payable upon receipt.



Acu-Bright, Inc.

124 Kingston Road | Exeter, New Hampshire 03833
(603) 778-7883 | hello@acu-bright.com |
www.acu-bright.com

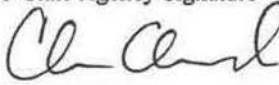
Signature: _____ **Date:** _____

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		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Acu-Bright Inc.		1.4 Contractor Address 124 Kingston Rd, Exeter, NH 03833	
1.5 Contractor Phone Number	1.6 Account Unit and Class 010-014-01400- 40840000-048-500226	1.7 Completion Date 12/31/2026	1.8 Price Limitation \$15,639.00
1.9 Contracting Officer for State Agency Donald Perrin		1.10 State Agency Telephone Number 603-271-7774	
1.11 Contractor Signature  Keith Campbell (Jul 23, 2026 11:38:50 EDT)		1.12 Name and Title of Contractor Signatory Keith Campbell, Owner	
1.13 State Agency Signature  Date: 7/27/26		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: 8/7/26			
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

1. **No Special Provisions.**

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "Restoration Services" to restore gasolier style chandeliers at Upham Walker, located at 18 Park Street, Concord, NH 03301.
2. The term of this contract shall commence upon G&C approval, through December 31, 2026.
3. The Contractor shall provide full restoration of four gasolier style chandeliers. The area of work is Upham Walker, located at 18 Park Street, Concord, NH 03301. The Contractor shall maintain the original finish on all fixtures. The Contractor shall disassemble and label fixtures. The Contractor shall complete a detailed cleaning of metal surfaces while retaining patina. The Contractor shall remove lacquer by soaking parts in lacquer thinner. The Contractor shall apply museum-grade lacquer with corrosion inhibitors per the manufacturer's instructions. The Contractor shall rewire and replace sockets with UL-approved components matching the original size, type, and finish. The Contractor shall provide one period matching canopy for one of the fixtures. The Contractor shall fully reassemble each fixture to confirm all parts are accounted for and functional. The Contractor shall provide UL testing and labeling for each fixture. The Contractor shall pick up the fixtures from Upham Walker and reinstall them once the restoration is complete. The Contractor shall complete the restoration services upon G&C approval, through December 31, 2026.
4. All work performed shall be scheduled by the State Project Manager from the Department of Administrative Services.
5. All work shall be completed from 7:00 AM to 4:30 PM unless prior arrangements are made in advance with the State Project Manager.
6. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.
7. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor shall provide the necessary equipment and comply with all City, State and or Federal safety regulations.
8. The Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.
9. The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures and to coordinate all portions of the work.
10. The Contractor shall perform all the work and furnish all the materials, tools, equipment, and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the specifications herein mentioned, at the price herein agreed upon and fixed, therefore.
11. The Contractor shall adequately secure and protect their own tools, equipment, materials, and supplies. The State assumes no liability for any damage, theft, or negligent injury to the Contractor's property or to the property of their employees, agents or approved sub-contractors.

12. Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done differed from what was estimated or expected, or account of the weather, elements, or other causes.

13. The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer 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.

14. The Contractor or their personnel shall not represent themselves as employees or agents of the State.

15. 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.

16. All work performed shall be scheduled with the Contracting Officer from the Department of Administrative Services.

17. The Contractor agrees that any damage or injury to buildings, materials, and equipment or to other property by the Contractor during the performance of this service shall be repaired at their own expense.

18. All Contractor correspondence and submittals shall be sent to:

Donald Perrin
State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Restoration Services" at Upham Walker in Concord, NH for a not to exceed a total of \$15,639.00 (herein after referred to as the contract price) in return for the services described in Exhibit "B".
2. Invoices shall be submitted after completion of work. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time.
3. Payments shall be paid in full within thirty (30) days after receipt of invoice and acceptance to the State's satisfaction. Payments will be made via ACH unless otherwise specified by the State.

FORM NUMBER P37 (2)

Final Audit Report

2026-07-23

Created:	2026-07-23
By:	Sian Leininger (sian@acu-bright.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjMKaH0IAvSUFbcJNAYIWmDszYGYFqGTM

"FORM NUMBER P37 (2)" History

-  Document created by Sian Leininger (sian@acu-bright.com)
2026-07-23 - 3:37:06 PM GMT
-  Document emailed to Keith Campbell (keith@acu-bright.com) for signature
2026-07-23 - 3:37:13 PM GMT
-  Email viewed by Keith Campbell (keith@acu-bright.com)
2026-07-23 - 3:37:37 PM GMT
-  Document e-signed by Keith Campbell (keith@acu-bright.com)
Signature Date: 2026-07-23 - 3:38:50 PM GMT - Time Source: server - Signature Appearance Selected: DRAW
-  Agreement completed.
2026-07-23 - 3:38:50 PM GMT



Adobe Acrobat Sign

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 ACUBRIGHT, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 29, 2006. 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: 569665

Certificate Number: 0007978680



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of July A.D. 2026.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, **JUDY CAMPBELL**, hereby certify that I am duly elected Clerk/Secretary/Officer of **ACU-BRIGHT, INC.** I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 22, 2026, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That **KEITH CAMPBELL, President & Treasurer** (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of **ACU-BRIGHT, INC.** with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 7/22/2026

Judy Campbell
ATTEST: JUDY CAMPBELL, Vice President & Secretary

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
ACU-BRIGHT, INC.
(In Lieu of a Special Meeting)**

The undersigned, being all of the Directors of **ACU-BRIGHT, INC.**, a New Hampshire corporation (the "Corporation"), acting pursuant to the New Hampshire Business Corporation Act (RSA 293-A) and the Bylaws of the Corporation, hereby consent to, adopt, and take the following action and resolutions by written consent in lieu of a special meeting, effective as of the date set forth below, and direct that this consent be filed with the minutes of the Corporation:

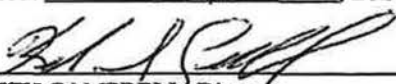
VOTED: That **KEITH CAMPBELL, President & Treasurer**, is duly authorized to enter into contracts or agreements on behalf of **ACU-BRIGHT, INC.** with the State of New Hampshire and any of its agencies or departments, and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

RESOLVED FURTHER, that the foregoing authorization has not been amended or repealed and shall remain in full force and effect unless and until amended or repealed by the Board of Directors of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are, and each of them is, authorized to take any and all further actions they deem necessary or appropriate to carry out the intent of the foregoing resolution.

This written consent may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Dated: 07/22, 2026



KEITH CAMPBELL, Director



ACU-INC-01

LFREY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2026

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 Tobey & Merrill 20 High St Hampton, NH 03842-2214	CONTACT NAME: Lillian Frey	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: lfrey@tobeymerrill.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Acadia Insurance Company	31325
INSURED Acu-Bright, Inc. 124 Kingston Road Exeter, NH 03833	INSURER B : Safety Insurance Co.	
	INSURER C : Liberty Mutual Insurance Company	23043
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CPA0228477-29	8/20/2026	8/20/2027	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6270525	8/20/2026	8/20/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			CUA0231079-29	8/20/2026	8/20/2027	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$
							\$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC5-33S-B24R7W-015 - MA	12/11/2025	12/11/2026	☒ PER STATUTE ☐ 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
C	Workers Comp - NH/DC			WC531S389173026 - NH/DC	1/17/2026	1/17/2027	Workers Comp 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded Officer - WC - NH/DC - Keith Campbell

Job Location: Upham Walker House 18 Park Street, Concord, New Hampshire 03301

CERTIFICATE HOLDER

CANCELLATION

NH Department of Administrative Services 25 Capitol Street Concord, NH 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 <i>Lillian Frey</i>