# New Hampshire Veterans Home

139 Winter Street Tilton, NH 03276-5415



Telephone: (603) 527-4400 Fax: (603) 286-4242

April 10, 2020

His Excellency, Governor Christopher T. Sununu And the Honorable Council State House Concord, New Hampshire 03301

# **REQUESTED ACTION**

Authorize the New Hampshire Veterans Home to enter into a contract with Impact Fire Services Inc. (VC#29934), 26 Hampshire Dr., Hudson, NH 03051 in the amount of \$30,120.00 to provide Sprinkler System Upgrades and Repairs, effective upon Governor & Council approval through December 30, 2020.

Funding Source is 100% General Funds.

Funds are available in account, 05-43-43-430010-5358, <u>New Hampshire Veterans Home, Custodial Services</u>, as follows:

# 048-500226 Contract Repairs: Building & Grounds \$30,120.00 \$30,120.00

# **EXPLANATION**

This contract provides for Sprinkler System Upgrades and Repair services at the New Hampshire Veterans Home. In February 2020, the New Hampshire Veterans Home advertised for bids on the State of NH Purchase and Property web site as well as the New Hampshire Veterans Home web site for Sprinkler Upgrades. One vendor responded to the RFB. We are confident in the credentials of this contractor and as such feel comfortable in awarding this contract.

This contract has been approved by the Attorney General's Office as to form, substance and execution. Your favorable action on this request would be appreciated.

Respectfully Submitted,

largaret D La Brecon

Margaret D. LaBrecque Commandant

Margaret D.LaBrecque Commandant

# FORM NUMBER P-37 (version 11/7/2019)

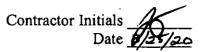
<u>Notice</u>: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

## AGREEMENT

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

#### **GENERAL PROVISIONS**

1. IDEN	TIFICATION.										
1.1 State	Agency Name		1.2 State Agency Address								
New Hamp	shire Veterans Hom	e	139 Winter Street, Tilton, NH 03276								
1.3 Contra	actor Name		1.4 Contractor Address								
Immed Ein	Samiana II.C		26 Hampshire Dr.								
	e Services, LLC		Hudson, NH 03051								
1.5 Contra	actor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation							
Numb	er			\$30,120.00							
. 603-293-75	· · ·	043-010-53580000-048	December 30, 2020								
10 0-11		<u> </u>									
	acting Officer for Sta	ite Agency	1.10 State Agency Phone Numb	er							
Stephanie I	Celley		603-527-4838								
1.11 Cont	ractor Signature		1.12 Name and Title of Contractor Signatory								
	11		John ThERIAULT								
	1 on		NORTHEAST Regional Manager								
	MAR		NORMERSI KOGIMET MUTTIC								
1.13 State	Agency Signature		1.14 Name and Title of State Agency Signatory								
V	stiphanic	QKelled	Stephanie Kelley								
Date:	sinelar o		Business Administrator IV								
<u> </u>	<u>91241000</u>			<u> </u>							
1.15 Appr	oval by the N.H. De	partment of Administration, Div	ision of Personnel (if applicable)								
By:		·	Director, On:								
1.16 Appr	1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)										
ВуС	By Jell Verler On: 4/8/2020										
1.17 Appr	17 Approval by the Governor and Executive Council (if applicable)										
<u></u>	Item number:		C&C Martine Data								
. Gal	nem number:		G&C Meeting Date:								
l											



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 as indicated in block 1.18, 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 1.14 ("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. 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 affected 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 provide in EXHIBIT B, in whole or in part. 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, 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 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. The State shall have no liability to the Contractor other than the contract price. 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 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.

#### 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and 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 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials Date  $\frac{3}{25/2}$ 

Page 2 of 4

#### 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) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) 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.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

#### 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) 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) 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. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

#### 10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all 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.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data 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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Page 3 of 4

Contractor Initials Date 3/25/20

# EXHIBIT A Special Provisions

The NH Veterans Home Facility Services Department reserves the right under this contract to direct the contractor to areas of work that are in the best interest and convenience of the residents occupying the space. The rooms that are affected are occupied. The State of New Hampshire will do its due diligence to facilitate the work in a manner that is the least disruptive to the residents but keeping in mind that the contractor will want to expedite the repairs in the most cost effective manner.

1

# EXHIBIT B Scope of Services

# A. SCOPE OF SERVICES

## **SPECIFICATIONS**

The New Hampshire Veterans Home proposes to enter into an agreement with a contractor to Flush the entire dry sprinkler system and replace 145 sprinkler heads dated 1970.

All site visits will be made <u>by appointment</u> only. Please contact Scott Harper, 603-527-4452 or by e-mail <u>scott.harper@nhvh.nh.gov</u> for an appointment.

Site visitation will be <u>by appointment</u> only and "drop ins" will be turned away. It is the responsibility of the bidder to become familiar with the site, existing conditions, and work area prior to the submission of your bid.

- 1. The scope of the work shall include but is not limited to:
  - Shut down sprinkler system.
  - Break apart system piping mains and cross mains and add flushing connections to system.
  - Install temporary flushing connections on the dry system.
  - Flood dry sprinkler system and let sit overnight to loosen scale and debris.
  - Flush dry system.
  - Remove flushing connections.
  - Complete an obstruction inspection on the dry system.
  - Remove approximately 145 pendent style sprinkler heads dated 1970 and replace with new chrome pendent heads.
  - Drain sprinkler system and low points.
  - Reset valves.
  - Put system back online and document findings.
- 2. The vendor is responsible for all methods and means to facilitate work. It is the expectation and needs to be made clear that the vendor is fully responsible for all associated labor and materials needed to facilitate these repairs. You are responsible for all aspects of electrical, controls, plumbing, pipe fitting, support, refrigerant, ceiling grid alterations, ceiling repairs, damage caused by work. All existing conditions and damage will be documented prior to the start of work and agreed upon by both parties (the state and contractor) before work commences.
- 3. The Bidder shall visit the site and be familiar with the equipment and pertinent local conditions, such as location and accessibility. The act of submitting a bid is to be considered full acknowledgement that the vendor has inspected the site and is familiar with the conditions and requirements of these specifications.
- 4. Bidder shall have in their employ a sufficient number of trained technicians so that repairs are completed on time as scheduled. Any additional equipment found to be defective will be reported immediately to the site contact person.
- 5. The Bidder shall provide services during pre-arranged and agreed upon times acceptable and as directed by the NH Veterans Home.
- 6. The Bidder shall see that all equipment testing and maintenance service shall be accomplished as required by manufacturer recommendations and any State or Local codes.

- 7. The Bidder shall conduct his work so as to interfere as little as possible with State business, determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 8. The Bidder shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The bidder 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. All the work, labor, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein and any directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.
- 9. The Bidder shall at his own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
- 10. The Bidder shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work being done is different from what was estimated or expected, or account of the weather, elements or other causes.
- 11. Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract.

# B. **INVOICING:**

- a. All invoices must include detail of work performed and dates. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NH Veterans Home business office.
- b. Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and the immediate termination of this contract could occur.
- c. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFB. The NH Veterans Home does not pay late charges or interest.

## C. INSURANCE:

- a. The bidders shall furnish to the Contracting Officer, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability and worker's compensation in accordance with the following:
  - a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

7

- b. Fire and extended coverage insurance covering all property, which has been received from the State or purchased with funds provided for that purpose under this agreement.
- c. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

# D. <u>BIDS</u>

- a. If sub-contractors are to be utilized, please include information regarding the proposed subcontractors including the name of the company, their address and three references with contact personnel for each sub-contractor.
- b. Bidders shall take careful note that only material contained in their proposal shall be criteria for contract award consideration. Bids should encompass all criteria set forth in this RFB.
- c. Bids will be made public at the time of the opening and may be reviewed, only after they have been properly recorded. Bid results will not be given by telephone and shall only be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.
- d. The time and effort expended in bid preparation is entirely the responsibility of the bidder.
- e. All Bidder correspondence and submittal shall be sent to :

New Hampshire Veterans Home 139 Winter Street Tilton, NH 03276 Attn: Stephanie Kelley

Questions can also be sent via e-mail to Stephanie.kelley@nhvh.nh.goy

# E. NON-COMMITMENT OF THE STATE:

(

- a. The solicitation of bids by this RFB does not commit the NH Veterans Home to award a contract or to pay costs incurred in the preparation of a bid proposal.
- b. The NH Veterans Home reserves the right to accept, reject any or all proposals received in response to this RFB, or to cancel this RFB entirely if it is in the best interest of the State.
- c. The NH Veterans Home reserves the right to waive any informality in bid proposal content. However, failure to furnish all information requested may disqualify the bid.

# F. TERMINOLOGY:

a. "Bidder" refers to any individual, partnership or agency which responds, in writing, to this RFB. "State refers to the State of New Hampshire; "NHVH" refers to the New Hampshire Veterans Home.

b. "Contract" is the resulting contract entered into between the NH Veterans Home and the successful Bidder.

# G. <u>TERM</u>:

1. The contract and all obligations of the parties there under, shall become effective upon acceptance by the State and shall be completed in their entirety prior to a specified date (Block 1.7). Any work undertaken by the contractor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Contractor for any such work. The term of the contract shall be effective upon Governor and Executive Council Approval through December 31, 2020.

# H. EVALUATION CRITERIA:

.

.

- a. The NH Veterans Home will evaluate the bid proposals received in response to the RFB. The bid proposals must include specific responses for each item.
- b.' The NH Veterans Home will select the bid proposal most advantageous to the State for award; the resulting contract to be executed by the NH Veterans Home subject to approval by the Attorney General's Office and Governor and Executive Council, as required.
- c. Failure of the bidder to provide any information requested by the RFB may result in disqualification of the bid.
- d. The criteria to be used in the evaluation of the bid proposals is as follows:
  - i. The ability of the bidder to meet the minimum specified requirements contained in Exhibit B Part 1.
  - ii. The overall costs of the proposal satisfying the requirements contained in Exhibit B.
- e. The NH Veterans Home will make the decision for selection of a Bidder. Proposals will be evaluated for purpose of award by the NH Veterans Home. The selected Bidder will be notified in writing.
- f. NH Veterans Home may cancel this RFB, or reject proposals at any time prior to an award.
- g. Bid award for the services requested under these specifications will be based upon capacity to perform, capacity of the state to monitor and enforce performance, availability of resources to perform services, and price.
- h. The State reserves the right to reject any or all bids or any part thereof as deemed to be in the best interest of the State.
- i. Any agreement that may result from this proposal shall not be binding on either party until it has been approved by the New Hampshire Attorney General Office and Governor and Executive Council.

# I. AWARD:

- **a.** The bid shall be awarded to the lowest bidder meeting all the specifications listed within. The gross bid must be the exact additive total of the bid for all requirements, no partial bids will be considered.
- <u>Bidder's Representatives</u>: The Bidder shall be required to supply the Contracting Officer with the name and telephone number of the Bidder's representative who will be on call incase of emergency twentyfour (24) hours a day.

Name, address, and telephone number of Bidder's agent who is on twenty-four-(24) hour call.

.

•

Name: Manager on call - changes weekly

Address: 26 Hampshire Drive Hudson, NH 03051

Telephone #: \_\_603-293-7531 - 24/7/365

J. <u>References:</u> Please list two references and contact persons that your firm has performed similar work for.

\_\_\_\_\_

1. Stop N Shop

Peter Hamasian - 203-687-5258 - peter.hamasian@cwservices.com

2. Gillette Stadium

James Carlson - (508) 734-0241 - James Carlson@cwservices.com

3. City of Worcester MA - Tom Barrett - (508) 326-1273 - barrettt@worc.k12.ma.us

# EXHIBIT\_C BUDGET AND METHOD OF PAYMENT

#### A. Billable Charges Breakdown:

(A) Total Labor Cost

(B) Total Parts Cost

# LUMP SUM BID TOTAL (A+B) =

\$ 30,120.00

\$ 24,900.00

\$\_5,220.00

`

## A. Invoicing:

a. All invoices must include detail of work performed and dates. Please include one original invoice and one copy. Payment will not be due until thirty (30) days after the invoice has been received at the NH Veterans Home business office.

B. Payment:

Payment may be withheld if work is not performed as described under SCOPE OF SERVICES, and

the immediate termination of this contract could occur.

Unless otherwise noted on the proposal, payment will be due thirty (30) days after invoicing. A check will be issued through the State Treasurer and forwarded to the Vendor within fourteen (14) days after processing begins at the agency level. Payments will be for only what has been agreed to in the RFB. The NH Veterans Home does not pay late charges or interest.

C. Other:

To receive proper payment, all invoicing for services must be sent to the agency's business office at:

NH Veterans Home 139 Winter Street Tilton, NH 03276

# State of New Hampshire Department of State

# CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IMPACT FIRE SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 03, 2018. 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: 808148 Certificate Number: 0004882917



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 3rd day of April A.D. 2020.

William M. Gardner Secretary of State



# **Certificate of Authority**

ر Dianne Dowd, Regional HR Manager مرابع المعامين المعامين المعامين المعامين المعامين المعامين المعامين المعامي المعامين المعام								
Printed Name of Certifying Officer Title Name of Company								
hereby certify that John Theriault is authorized to execute any documents Printed Name of Person Authorized to sign that may be necessary to enter into a contract with the State of New Hampshire.								
In witness whereof. I have hereunto set my hand as the Regional HR Manager								
of Impact Fire Services LLC this 26 day of March, 2020								
Name of Company Manne of Company Signature of Certifying Officer								
inguante ty Confiring Option								
Notarization								
State of New Hampshire County of Hillsborough On March 30, 2020								
the undersigned officer, personally appeared Dianne Dowd , who								
acknowledged him/herself to be the Regional HR Manager Impact Fire Services, LLC								
Office/Rosition Name of Company and that she/he, being authorized to do so, executed the foregoing instrument for the								
purposes therein contained.								
In witness hereof, I hereunto set my hand and official seal.								
Muniel & Motart								
Notary Public or Justice of the Peace								
(affix seal)								
MURIEL B. MOTARD. Notery Public								

Commission Expires: MURIEL H. MOTARD, Notary Public -My Commission Expires July 31, 2024



ITilton, NH 03276 ACORD 25 (2016/03)

#### **CERTIFICATE OF LIABILITY INSURANCE** 4

DATE (MM/DD/YYYY) 3/25/2020

,

KELSONM

,

© 1988-2015 ACORD CORPORATION. All rights reserved.

IMPAFAC-01

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(les) 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											
	urance Office of America, Inc. 5 West State Road 434				PHONE [AC, No, Ext): (800) 243-6899 [AC, No): (407) 788-7933						788-7933
	ngwood, FL 32750				E-MAH AOOREBS:						_
						INC	IURER(8) AFTO				NAIC#
					INSURER A : Clear Blue Specialty Insurance Company					37745	
INSURED					PISURER B : American Alternative Insurance Corp					19720	
	Impact Fire Services, LLC				PREVRER C : Praetorian Insurance Company					37257	
	26 Hampshire Dr Hudson, NH 03051				INGURER D : Starr Indemnity & Liability Com						38318
					BIBURER E : XL Specialty Insurance Company					37885	
				<u> </u>	NSURE	RF:					<u> </u>
								REVISION NUMB			
li C	HIS IS TO CERTIFY THAT THE POLICII IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	PER	REMI	ENT, TERM OR CONDITION THE INSURANCE AFFORM	N OF A	NY CONTRAC	CT OR OTHER	DOCUMENT WITH !	RESPEC	CT TO	WHICH THIS
NSR LTR			SUBR		DECN P				LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			POLICI NORDER			<u>() () 2009/46664</u>	EACH OCCURRENCE		•	1,000,000
	CLAMS-MADE X OCCUR	x		WCSECGL0000348-01		2/14/2020	2/14/2021	DAMAGE TO RENTED PREMISES (Ea occurrent		• •	300,000
	X Contractual Liab As	<b>^</b>						MED EXP (Any one pers		<u>.</u>	5,000
	X Incl in General Liab							PERSONAL & ADV INJU		<u> </u>	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGAT	1	\$	2,000,000
								PRODUCTS - COMP/OF		\$	2,000,000
	OTHER:							XCU Included	:	\$	
В	AUTOMOBILE LIABILITY							COMBINED SINGLE LIN (En accident)	AIT	\$	1,000,000
				3RA2CA000005100		2/14/2020	2/14/2021	BOOILY INJURY (Per pe	(noene	\$	
			ĺ					BOOILY INJURY (Per ac	cident)	<u>\$</u>	
	X HIBERS ONLY X ASHOSWARD							PROPERTY DAMAGE (Per accident)		\$	
										\$	
Α	UMBRELLA LIAB X OCCUR						0/440004	EACH OCCURRENCE		\$	3,000,000
	X EXCESS LIAB CLAIMS-MADE			WCSECEL000034701		2/14/2020	2/14/2021	AGGREGATE		\$	3,000,000
С	DED RETENTION \$								0714	\$	
Ļ	WORKERS COMPENSATION AND EXPLOYERS' LIABLITY Y/N			QWC4001853		2/14/2020	2/14/2021	X PER STATUTE			1.000.000
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		41104001033		2142020	2142021	E.L. EACH ACCIDENT		\$`	1,000,000
	Kunn desertes juster							E.L. DISEASE - EA EMP		\$	1,000,000
D	DESCRIPTION OF OPERATIONS below Excess Liability			1000586200201		2/14/2020	2/14/2021	E.L. DISEASE - POLICY		\$	7,000,000
_	Leased/Rented Equip			UM00083282MA20A		2/14/2020		\$300,000max/per	Item		50,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additions! Remarks Schedule, may be stached if more space is required)											
CEI	RTIFICATE HOLDER	ELLATION									
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
New Hampshire Veterans Home 139 Winter Street Tillen NH 0375				AUTHORIZED REPRESENTATIVE							

The ACORD name and logo are registered marks of ACORD