



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaitics, Brigadier General
The Adjutant General

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

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September 4, 2018

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

Requested Action

The Adjutant General's Department requests authorization to **retroactively** execute the second of two contract renewal options with Tri-State Fire Protection, LLC (VC #177644), 26 Hampshire Drive, Hudson, New Hampshire 03051, for the purpose of increasing the contract amount by \$11,800.00, from \$49,000.00 to \$60,800.00; and extending the completion date through December 31, 2018, for the provision of fire alarm inspection, testing, maintenance and repair services. The original contract in the amount of \$24,500.00 was approved by the Adjutant General's Department May 17, 2016 with an effective date of July 1, 2016 through June 30, 2017. The first of the two contract renewals was approved by the Adjutant General's Department July 31, 2017 with an effective date of July 1, 2017 through June 30, 2018. **27% General Funds and 73% Federal Funds.**

Funds are available in the SFY 2019 operating budget as follows:

02-12-12-120010-22400000 – ADJUTANT GENERAL – Army and State 50/50	
024 – 500225 – Maintenance - Other Than Building –Grn	<u>FY 2019</u>
	\$ 3,087.50
02-12-12-120010-22400000- ADJUTANT GENERAL – Army and State 50/50	
103 – 500736 – Contracts for Op Services – Contract Repairs; Bldg-Grounds	\$ 3,300.00
02-12-12-120010-22450000 – ADJUTANT GENERAL - Army Guard Facilities	
024 – 500225 – Maintenance – Other Than Building-Grn	\$ 3,662.50
02-12-12-120010-22450000 – ADJUTANT GENERAL – Army Guard Facilities	
103 – 500736 – Contracts for Op Services – Contract Repairs; Bldg-Grounds	<u>\$ 1,750.00</u>
TOTAL:	\$11,800.00

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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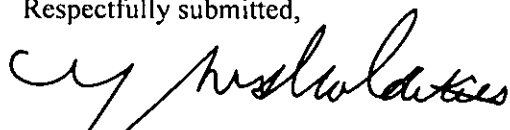
Explanation

This contract renewal option is **retroactive** due to the amended MOP 150, which took effect July 1, 2018. The original contract renewal was already approved by the Adjutant General's Department May 22, 2018. This contract will become part of the Statewide Contract System effective January 1, 2019 through the Department of Administrative Services.

The Adjutant General's Department requested quotes for this service from four different vendors in March of 2016. Tri-State Fire Protection, LLC submitted the sole quote.

Federal Funds may be used to pay for a portion of these contract services and are provided to the State of New Hampshire - Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Respectfully submitted,



David J. Mikolaities, Brigadier General
The Adjutant General

AMENDMENT OF AGREEMENT

Subject: Fire Alarm Inspection, Testing, Maintenance and Repair Services

The State of New Hampshire, Adjutant General's Department, 4 Pembroke Road, Concord, NH 03301 and the contractor, Tri-State Fire Protection, LLC, 26 Hampshire Drive, Hudson, NH 03051 hereby mutually agree as follows to amend the existing agreement for Fire Alarm Inspection, Testing, Maintenance and Repair Services.

It is hereby agreed that the initial contract, approved by the Adjutant General's Department May 17, 2016, and amended by the Adjutant General's Department July 31, 2017 between Tri-State Fire Protection, LLC as the "Contractor" and the Adjutant General's Department as the "State" for the purpose of executing the second of two one-year contract renewal options in the amount of \$60,800.00 for the period of July 1, 2018 through December 31, 2018.

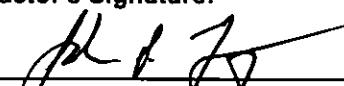
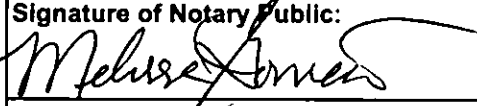
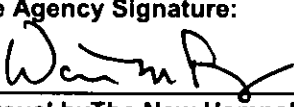

Contractor's Signature: 	Name and Title of Contractor Signatory: John Theriault, New England Regional Manager
Acknowledgment: The State of New Hampshire, County of <u>Hillsborough</u> , on the date of <u>August 27, 2018</u> , before the undersigned officer, personally appeared the person, <u>John Theriault</u> identified as "Contractor" in the block above, or satisfactorily proven to be the person whose name is signed as "Contractor's Signature" in the block above, and acknowledged that she/he executed this document in the capacity indicated in the block above as "Contractor".	
Signature of Notary Public: 	(Seal) MELISSA M. GOUVEIA, Notary Public My Commission Expires May 4, 2021
Name & Title of Notary Public Melissa Gouveia, Notary Public	
State Agency Signature: 	Warren M. Perry, Deputy Adjutant General Date: <u>8/29/18</u>
Approval by The New Hampshire Department of Justice for Form, Substance and Execution: 	
, Assistant Attorney General Date: <u>7-13-18</u>	
Approved by Governor & Executive Council:	
Date:	Item #:

EXHIBIT A – SCOPE OF SERVICES

SERVICE SPECIFICATIONS FOR FIRE ALARM INSPECTION, TESTING AND MAINTENANCE SERVICES:

1. The Contractor shall provide the Adjutant General’s Department with “fire alarm system inspection, testing, and maintenance services” for the equipment listed in Appendix A, owned by the State of New Hampshire, at the following locations:

UNIT ARMORIES / New Hampshire Army National Guard Facilities:

Army Aviation Support Facility	--	26 Regional Dr., Concord NH 03301
Berlin Armory	--	2169 Riverside Dr., Berlin NH 03570
Concord State Military Reservation (including):	--	1 Minuteman Way, Concord NH 03301
Building 1 (Joint Force Headquarters)	--	1 Minuteman Way, Concord NH 03301
Building A (USPFO)	--	Pembroke Rd, Concord NH 03301
Building B/C (Adjutant General State Business Office)	--	4 Pembroke Rd, Concord NH 03301
Building F (CFMO/State Maintenance Facility)	--	1 Minuteman Way, Concord, NH 03301
Building G (CSMS Annex)	--	1 Minuteman Way, Concord, NH 03301
Building H (CSMS)	--	1 Minuteman Way, Concord, NH 03301
Building L (USPFO Warehouse)	--	1 Minuteman Way, Concord, NH 03301
Building M (Concord Armory)	--	Pembroke Road, Concord, NH 03301
Franklin Armory	--	300 South Main St., Franklin NH 03235
Hillsborough Armory	--	140 West Main St., Hillsborough NH 03244
Hillsborough FMS		140 West Main St., Hillsborough NH 03244
Lancaster Armory	--	532 Main St., Lancaster NH 03584
Lebanon Armory	--	174 Heater Rd., Lebanon NH 03766
Lebanon CHP		174 Heater Rd., Lebanon NH 03766
Littleton Armory	--	350 Meadow St., Littleton NH 03561
Littleton FMS		350 Meadow St., Littleton NH 03561
Littleton CHP		350 Meadow St., Littleton NH 03561
Manchester Armory	--	1059 Canal St., Manchester NH 03101
Milford Armory	--	154 Osgood Rd., Milford NH 03055
Milford CHP		154 Osgood Rd., Milford NH 03055
Nashua Armory	--	154 Daniel Webster Highway, Nashua NH 03060
Nashua CHP		154 Daniel Webster Highway, Nashua NH 03060
Plymouth Armory	--	19 Armory Rd., Plymouth NH 03264
Portsmouth Armory	--	803 McGee Dr., Portsmouth NH 03801
Rochester Armory	--	106 Brock St., Rochester NH 03866
Raymond Bisson		70 Rochester Hill Rd., Rochester NH
RTI Pembroke		772 Riverwood Dr., Pembroke, NH
State Military Training Site		1079 Parker Mt., Center Strafford, NH 03815
Somersworth Armory	--	15 Blackwater Rd., Somersworth NH 03878
Somersworth FMS		15 Blackwater Rd., Somersworth NH 03878

2. The term “fire alarm system inspection, testing and maintenance services”, as used above shall include providing all materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein for the fire alarm

equipment listed in Appendix A, Inventory of Fire Alarm System Devices.

3. The fire alarm maintenance services to be performed as described above shall consist of the following: Regular Maintenance, (Monday through Friday, 7:00 AM – 3:30 PM), parts and labor on all fire alarm panel system components. Semi-annual fire alarm inspections (Inspection, testing) consisting of 50% detector activation, elevator shunt trips where sprinkler systems are applicable, relay operation and all interlocks i.e., elevators, air handlers etc., audible testing and communication to central station verification. **Audible testing will be coordinated in advance with the Adjutant General's Department and may be conducted outside of normal business hours.** Semiannual tests shall be performed in January and July of each year so that all initiating devices are tested at least once in a calendar year. **The vendor is required to repair or replace any defective components to maintain the systems in proper operating condition. System components include any and all back up batteries. The vendor is required to repair or replace any defective components at their cost in the main fire panel including any and all batteries. Peripheral units such as smoke detectors, heat detectors, pull stations, light / horn units, master boxes and remote annunciators shall be repaired and or replaced at the State's expense as detailed herein. Requests to repair or replace said peripheral units shall be approved in advance by the State Maintenance Supervisor prior to any actual work being performed by the vendor.**
4. **AASF (Located at 26 Regional Dr. Concord, NH)** The vendor must coordinate with statewide fire suppression system vendor (*whom shall be present on site at the time of fire alarm Inspection, testing*) to test each pre-action device (as specified in Appendix A) back to the fire panel and any sub-panels that may exist. **Further, if the testing results in a release of water that fills the sprinkler system, the system must be emptied and restored to maintain a normal fire panel status.**
5. All fire alarm system Inspection, testing and maintenance service shall be accomplished as required by National Fire Alarm Code (NFPA 72 dtd 2007, Chapter 10), manufacturer recommendations and any state or local fire codes. In addition, the vendor shall be responsible to clean all smoke detectors as required by NFPA 72, Chapter 10.
6. The vendor shall be responsible to provide a proposed schedule for semi-annual Inspection, testing to the State a minimum of two weeks (10 working days) before the actual inspections occur. The vendor shall have in their employ a sufficient number of trained technicians so that semi-annual inspections are completed on time as scheduled. If the vendor fails to respond within fifteen minutes to the first scheduled appointment, the State reserves the right to charge the vendor \$20.00 per hour in increments of fifteen minutes if the vendor does not respond as detailed above. These charges will be deducted from semi-annual payments that are due the vendor. **Any fire alarm equipment found to be defective from these inspections must be repaired within five (5) working days.**
7. The vendor shall maintain or have readily available spare parts and properly trained personnel to support the equipment at the vendor's cost throughout the duration of the contract.
8. The vendor shall make service available twenty-four (24) hours per day, seven (7) days per week. Normal system maintenance shall occur on Monday through Fridays between 7:00 AM and 5:00 PM. The vendor shall be paid for service work that is required on weekday evenings after 5:00 PM, weekends and on State Holidays. The vendor shall have adequate full time staff to provide 24 hour, 7 day a week service. The vendor shall perform all their own maintenance. Sub vendors will only be allowed upon receiving written approval in advance from the Bureau Administrator. The vendor must provide a list of proposed sub vendor's that they plan to utilize with this bid. Said sub-vendors must meet the minimum experience requirements as detailed herein.

9. The vendor shall in performing the services as described herein, utilize technicians skilled in the service of the described systems. The vendor shall have in his/her employ a sufficient number of trained technicians so that all service calls are answered promptly. The vendor shall respond to the State by telephone to all service calls within fifteen minutes of report of occurrence. If the service location is within ninety (90) miles of a vendors office, then the vendor shall physically respond to the site within two (2) hours after report of occurrence. If the service location is greater than ninety (90) miles of a vendor's office the acceptable response time is four (4) hours. If the vendor is required to work after 5:00 PM because of late arrival, the State may deduct the additional time over the two hour response time or four hour response time from any hourly payments due the vendor.
10. The State reserves the right to require the vendor to train, counsel or reassign any employee whose actions or appearance are not consistent with the standards of the State and in the best interest of the customers utilizing the vendor services.
11. The vendor shall provide employee picture identification badges identifying the company name and each employee servicing the State account. All contract employees while servicing the State shall wear the identification badge.
12. The vendor shall present after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon.
13. The vendor shall provide monthly trouble reports summarizing activities for the previous month's reports. The vendor must meet with the State either in person or via telephone conference call regarding corrective actions and trouble resolution upon request.
14. The vendor shall provide only replacement parts that are new and of the same quality and brand name as that is being replaced. Substitutions will be permitted only with prior authorization of the State Maintenance Supervisor, Mr. Paul Annis or his designated representative.
15. All repair services shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.
16. All work must be performed in such a manner as not to inconvenience building occupants. The vendor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
17. The State shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the vendor of any malfunction in the system(s) that comes to the State's attention.
18. The point of contact for this contract is the State Maintenance Technician

Mr. James McNeil
4 Pembroke Road
Concord NH 03301
603-225-5179 (office)
603-419-0623 (cell)

Secondary Contact State PMEIV

Paul Annis

Adjutant Generals Department

Plant Maintenance Engineer IV

Phone: 603-225-1357

Cell: 603-496-2988

paul.annis.nfg@mail.mil

INVENTORY OF FIRE ALARM SYSTEM DEVICES

ARMY AVIATION SUPPORT FACILITY (AASF Concord Hangar)

QTY	DESC
3	Edwards EST-2 Panels
1	Stand-Alone Pre-Action System with Panel
43	SIGA-PS Smoke Detectors
3	Wheelock NH-12 Horn
3	278A-REL Manual release double action
2	SIGA-HFS Addressable heat Detector (135F)
14	SIGA-DH Duct smoke detectors
36	SIGA 278 Addressable double action manual pull
36	Wheelock RSS-24MCW-FR Strobe Units
80	Wheelock NS-24MCW-FR Strobe/Horn units
4	Exterior Strobe/Horns

BERLIN ARMORY

(Berlin location will be divested to the City of Berlin in 2020)

QTY	DESC
1	BK-7100-1 Gamewell Control panel
1	MCOM Master Box Module
1	EVAX 100-R Voice Evacuation System with 4 Zone splitter
5	MS-7AF Addressable Manual Station
7	ASD-PL2F Addressable Photoelctronic Smoke Detectors
32	ATD-L2F Addressable Heat Detector (135F)
4	ATD-HL2F Addressable Heat Detector (190F)
3	AMM-4F Addressable Monitor Module
2	22310-18-01 Beam Detector
24	5604 Conventional Heat Detector (194F)
12	RSS-24MCW-FR Strobe Units
29	E50-MCW-FR Speaker/Strobe unit
1	FF8 Strobe Booster panel
1	500P-1228R Exterior Strobe Beacon M34-56 Local Energy Master box

CONCORD STATE MILITARY RESERVATION

BLDG 1 (Joint Force Headquarters) (Simplex System)

QTY	DESC
1	Fire Alarm Control Panel
1	Remote Annunciator

3	Shunt Circuit Breaker
4	Duct smoke detectors
1	Addressable FA Panel
1	Fire Alarm Control Panel Rm117
12	Photoelectric Smoke Detector
12	Smoke Detector In Duct
20	Strobe Subscript
100	Strobe With Speaker
3	Strobe With Horn
12	Heat Detectors
3	Shunt trips
4	ECP (SKIF)
1	Pull Station
1	Horn/Strobe
2	Smokes

BLDG A (Simplex System)

QTY	DESC
1	4100U Fire alarm control panel
2	Duct smoke detectors
3	4099-9003 Manual pull stations
35	Speaker/Strobes
1	Photo sensor
2	Local operating console
2	Remote microphones
1	Basic audio microphone
2	External strobes

BLDG B/C (Simplex System)

QTY	DESC
1	Fire Alarm control panel
48	Heat detectors
10	Manual pull stations
10	Horn/Strobes

2 Duct smoke detectors

BLDG F (Simplex System)

QTY	DESC
1	4100U Control panel
12	4099-9003 Double action pull station
9	4098-9714 Photo smoke sensor
1	4098-9733 Heat sensor
2	4098-9756 Duct smoke detector
2	Strobes
26	Horn/Strobe
2	External strobes

BLDG G (Simplex System)

QTY	DESC
1	4100U Fire alarm control panel
3	Manual pull stations
2	Heat detectors
2	Strobes
3	Horn/Strobes
2	External Strobes
1	External Annunciator

BLDG H (Simplex)

QTY	DESC
1	4100U Fire alarm control panel
10	Manual pull stations
10	Horn/Strobes
1	Duct smoke detector
2	External strobes
1	External Annunciator

BLDG L (Gamewell)

QTY	DESC
1	Intelligent Addressable Fire Alarm Control NFS2-640
1	Digital Voice Command Center
4	Addressable Duct Smoke Detector w/FSP-851R with DST-3 Sampling Tube
8	Pull stations
1	Photo Smoke Detector
31	Horn/Strobes
3	Supervised AIM
2	External Strobes

BLDG M

QTY	DESC
1	Simplex 4100U Control Panel Master Box
1	Gamewell M34-92
1	Graphic Annunciator
32	MIX/2251B Photo Detector
52	MIX/5251RB Thermal Rate of Rise Sensor (135F)
4	MIX/5251B Thermal Sensor, Fixed Temp (135F)
13	MIX/5251H Thermal Sensor High Temp (190F)
3	DH200RP Duct Smoke Detector
9	MS610ADU Double Action Fire Alarm Station

FRANKLIN ARMORY

QTY	DESC
1	BK-7100-1 Gamewell Control panel
1	MCOM Master Box Module
1	EVAX 100/4Z-R Voice Evacuation System with 4 Zones
7	MS-7AF Addressable Manual Station
5	ASD-PL2F Addressable Photoelectronic Smoke Detectors
20	ATD-L2F Addressable Heat Detector (135F)
4	ATD-HL2F Addressable Heat Detector (190F)
3	AMM-4F Addressable Monitor Module
2	22310-18-01 Beam Detector
24	5604 Conventional Heat Detector (194F)
8	RSS-24MCW-FR Strobe Units
21	E50-MCW-FR Speaker/Strobe unit
1	FF8 Strobe Booster panel
1	500P-1228R Exterior Strobe Beacon
1	M34-56 Local Energy Master box

HILLSBORO ARMORY

QTY	DESC
1	BK-7100-1 Gamewell Control panel
1	MCOM Master Box Module
1	EVAX 100/4Z-R Voice Evacuation System with 4 Zones
7	MS-7AF Addressable Manual Station
3	ASD-PL2F Addressable Photoelectronic Smoke Detectors
10	ATD-L2F Addressable Heat Detector (135F)

4	ATD-HL2F Addressable Heat Detector (190F)
3	AMM-4F Addressable Monitor Module
2	22310-18-01 Beam Detector
15	5604 Conventional Heat Detector (194F)
4	RSS-24MCW-FR Strobe Units
15	E50-MCW-FR Speaker/Strobe unit
1	E60-MCW-FR Speaker/Strobe unit (Ceiling Mount)
1	500P-1228R Exterior Strobe Beacon
1	M34-56 Local Energy Master box

HILLSBORO FMS

1	Fire Alarm Control Panel
4	Photo Smoke Detectors
4	Heat Sensors
8	Heat Detectors
8	Smoke Detectors

LANCASTER ARMORY

QTY	DESC
1	BK-7100-1 Gamewell Control panel
1	EVAX 100/4Z-R Voice Evacuation System with 4 Zones
5	MS-7AF Addressable Manual Station
4	ASD-PL2F Addressable Photoelctronic Smoke Detectors
17	ATD-L2F Addressable Heat Detector (135F)
4	ATD-HL2F Addressable Heat Detector (190F)
3	AMM-4F Addressable Monitor Module
2	22310-18-01 Beam Detector
15	5604 Conventional Heat Detector (194F)
4	RSS-24MCW-FR Strobe Units
19	E50-MCW-FR Speaker/Strobe unit
1	500P-1228R Exterior Strobe Beacon
1	5104B Fire Control Communicator (DACT)

LEBANON ARMORY

QTY	DESC
1	BK-7100-1 Gamewell Control panel
1	MCOM Master Box Module
1	EVAX 100/4Z-R Voice Evacuation System with 4 Zones
5	MS-7AF Addressable Manual Station
3	ASD-PL2F Addressable Photoelctronic Smoke Detectors
11	ATD-L2F Addressable Heat Detector (135F)
4	ATD-HL2F Addressable Heat Detector (190F)

3	AMM-4F Addressable Monitor Module
2	22310-18-01 Beam Detector
15	5604 Conventional Heat Detector (194F)
2	RSS-24MCW-FR Strobe Units
16	E50-MCW-FR Speaker/Strobe unit
1	500P-1228R Exterior Strobe Beacon
1	M34-56 Local Energy Master box
1	47375G Master Box Indicating Light

LEBANON CHP

QTY	DESC
1	Fire Control Panel
16	Heat Detectors
3	Photoeletronic Sensors
5	Smoke Detectors
1	Exterior Strobe

LITTLETON ARMORY

QTY	DESC
1	BK-7100-1 Gamewell Control panel
1	EVAX 100/4Z-R Voice Evacuation System with 4 Zones
5	MS-7AF Addressable Manual Station
4	ASD-PL2F Addressable Photoelctronic Smoke Detectors
13	ATD-L2F Addressable Heat Detector (135F)
4	ATD-HL2F Addressable Heat Detector (190F)
3	AMM-4F Addressable Monitor Module
2	22310-18-01 Beam Detector
15	5604 Conventional Heat Detector (194F)
3	RSS-24MCW-FR Strobe Units
16	E50-MCW-FR Speaker/Strobe unit
1	ET70WP-2475W Weatherproof Speaker/Strobe
1	500P-1228R Exterior Strobe Beacon
1	5104B Fire Control Communicator (DACT)

LITTLETON FMS

This is a Mircon System

QTY	DESC
1	Fire Alarm Control Panel
4	Manual pull stations
6	Smoke detectors
30	High heat (200F)

2	Low heat (135F)
8	Alarm/Strobes
8	Strobes
1	Exterior strobe

LITTLETON CHP

1	Fire Alarm Control Panel
12	Heat Detectors
3	Photoelectronic Sensor
5	Smoke Detectors
1	Exterior Strobe

MANCHESTER ARMORY

QTY	DESC
1	BK-7100-1 Gamewell Control panel
1	EVAX 100/4Z-R Voice Evacuation System with 4 Zones
25	MS-7AF Addressable Manual Station
76	ASD-PL2F Addressable Photoelectronic Smoke Detectors
149	ATD-L2F Addressable Heat Detector (135F)
4	ATD-HL2F Addressable Heat Detector (194F)
69	5604 Conventional Heat Detector (194F)
1	FCI-AD-PF Duct Smoke Detector
2	AMM-4F Addressable Monitor Module
3	22310-18-01 Beam Detector
121	ET70/E50-MCW-FR Speaker/Strobe unit
97	E60-MCW-FR Wall Mount Strobe Unit
1	47375G Master Box Indicating Light
1	Silent Knight 1504B Digital Dialer
1	Tomar 500P-1228R Exterior Strobe Beacon

MILFORD ARMORY

QTY	DESC
1	BK-7100-1 Gamewell Control panel
1	MCOM Master Box Module
1	EVAX 100/4Z-R Voice Evacuation System with 4 Zones
5	MS-7AF Addressable Manual Station
3	ASD-PL2F Addressable Photoelectronic Smoke Detectors
11	ATD-L2F Addressable Heat Detector (135F)
6	ATD-HL2F Addressable Heat Detector (190F)
3	AMM-4F Addressable Monitor Module
2	22310-18-01 Beam Detector
15	5604 Conventional Heat Detector (194F)

3	RSS-24MCW-FR Strobe Units
20	E50-MCW-FR Speaker/Strobe unit
1	500P-1228R Exterior Strobe Beacon

NASHUA ARMORY

QTY	DESC
1	FX2003/12KU Mircom FACP I/SLC4/NAC 12A
1	PR/100 Master Box Module
9	MS610ADU Double Action Fire Alarm Station
2	M500R Relay Control Module
29	MIX/5251RB Thermal Rate of Rise Sensor (135F)
16	MIX/5251H Thermal Sensor High Temp (190F)
4	MIX/5251B Thermal Sensor, Fixed Temp (135F)
1	RTS/451 KEY Remote test Station
25	GEC324WR75 Red Horn/Strobe (75CD)
9	GES324WR15 Red Strobe (15CD)
3	AVS/44 Sync Module
1	495S/1280R Red 12-80VDC Red Strobe

NASHUA CHP

1	Fire Alarm Control Panel
12	Heat Detectors
3	Photoelectric Sensor
5	Smoke Detectors
1	Exterior Strobe
1	Fire Alarm Control Panel
12	Heat Detectors

PLYMOUTH ARMORY

QTY	DESC
1	FX2003/12KU Mircom FACP I/SLC4/NAC 12A
1	UDACT/100AP Digital Alarm Communication MFA 1008K
7	MS610ADU Double Action Fire Alarm Station
2	M500X Fault Isolator Module
1	M500R Relay Control Module
10	MIX/5251RB Thermal Rate of Rise Sensor (135F)
14	MIX/5251H Thermal Sensor High Temp (190F)
6	MIX/5251B Thermal Sensor, Fixed Temp (135F)
13	MIX/2251B Photo Detector
1	RTS/451 KEY Remote test Station
5	GEC324WR75 Red Horn/Strobe (75CD)
17	GES324WR15 Red Strobe (15CD)

- 3 AVS/44 Sync Module
- 1 495S/1280R Red 12-80VDC Red Strobe

PORTSMOUTH ARMORY

- | QTY | DESC |
|-----|--|
| 1 | BK-7100-1 Gamewell Control panel |
| 1 | EVAX 100/4Z-R Voice Evacuation System with 4 Zones |
| 5 | MS-7AF Addressable Manual Station |
| 10 | ASD-PL2F Addressable Photoelectric Smoke Detectors |
| 33 | ATD-L2F Addressable Heat Detector (135F) |
| 5 | ATD-HL2F Addressable Heat Detector (190F) |
| 3 | AMM-4F Addressable Monitor Module |
| 2 | 22310-18-01 Beam Detector |
| 24 | 5604 Conventional Heat Detector (194F) |
| 8 | RSS-24MCW-FR Strobe Units |
| 21 | E50-MCW-FR Speaker/Strobe unit |
| 1 | FF8 Strobe Booster panel |
| 1 | 500P-1228R Exterior Strobe Beacon |
| 1 | 5104B Fire Control Communicator (DACT) |

SOMERSWORTH ARMORY

- | QTY | DESC |
|-----|---|
| 1 | BK-7100-1 Gamewell Control panel |
| 1 | EVAX 100/4Z-R Voice Evacuation System with 4 Zones |
| 5 | MS-7AF Addressable Manual Station |
| 3 | ASD-PL2F Addressable Photo electronic Smoke Detectors |
| 18 | ATD-L2F Addressable Heat Detector (135F) |
| 4 | ATD-HL2F Addressable Heat Detector (190F) |
| 3 | AMM-4F Addressable Monitor Module |
| 2 | 22310-18-01 Beam Detector |
| 15 | 5604 Conventional Heat Detector (194F) |
| 6 | RSS-24MCW-FR Strobe Units |
| 17 | E50-MCW-FR Speaker/Strobe unit |
| 1 | 500P-1228R Exterior Strobe Beacon |

RAYMOND BISSON

- | QTY | DESC |
|-----|---|
| 2 | MS600UDLS Firelite Alarm Panel W/ 12v/18a Batteries |
| 6 | Pull Stations |
| 12 | Horn Horn/Strobes |

14	Heat Detectors
2	External Strobes
6	Photoelectric Smokes

SOMERSWORTH FMS

QTY	DESC
1	NFW2-10R Fire Alarm Panel
2	Addressable Monitor Modules
2	Class A Modules
2	Addressable Control Modules
1	Photo Smoke Detector
11	Heat Sensors
1	FSEX-24-PMR Explosion Proof Strobe
4	10AHR Batteries
1	Exterior Strobe

NGNH-TS CENTER STRAFFORD (SIMPLEX DEVICES)

QTY	DESC	BLDH	ADMIN
1	4100U w/two 12v/10a Batteries		
3	Mass Notification		
7	Pull Stations		
7	Heat Detectors		
49	Smokes		
24	Horn/Strobes		
8	Strobes		
6	Horns		
1	Annunciator		

QTY	DECS	BLDG	2 (UPPER FOSS)
1	4100U w/two 12v/10a Batteries		
1	Mass Notification		
4	Pull Stations		
5	Pull Stations		
5	Heats		
13	Smokes		
21	Strobes		
6	Horns		
5	Smoke/COs		
1	Annunciator		

QTY	DECS	BLDG	3 (MCLEAN)
-----	------	------	------------

1 4100U w/two 12v/110a Batteries
1 Mass Notification
4 Pull Stations
5 Heats
25 Smokes
15 Strobes
4 Horns
4 Smoke/COs
1 Annunciator

QTY DECS BLDG 4 (LOWER FOSS)

1 4100U w/two 12v/110a Batteries
5 Mass Notification
5 Pull Stations
5 Heats
15 Smokes
15 Strobes
15 Horns
7 Smoke/COs
1 Annunciator

QTY DECS BLDG 5 (DEFAC)

1 4100U w/two 12v/110a Batteries
3 Mass Notification
9 Pull Stations
1 Heats
17 Smokes
6 Strobes
6 Horns
7 Horn/Strobes
1 Annunciator
2 Duct Heat Detectors
2 Duct Smoke Detectors

QTY DECS BLDG 6 (THOMAS HALL)

1 4100U w/two 12v/110a Batteries
4 Mass Notification
10 Pull Stations
14 Heats
56 Smokes
7 Strobes
4 Horns
38 Horn/Strobes

1 Annunciator

QTY DECS BLDG 7 (THOMAS HALL)

1 4100U w/two 12v/110a Batteries
2 Mass Notification
2 Pull Stations
5 Heats
15 Smokes
7 Strobes
4 Horns
7 Horn/Strobes
1 Annunciator

QTY DECS BLDG 8 (GYM)

1 4100U w/two 12v/110a Batteries
1 Mass Notification
2 Pull Stations
5 Smokes
8 Strobes
5 Horns
1 Annunciator

QTY DECS BLDG 9 (MAINTENANCE)

1 4009 NAC EXT
2 Pull Stations
14 Heat
2 Strobes
2 Horns/Strobes

QTY DECS BLDG 10 (SHOOT HOUSE)

1 4100U w/two 12v/110a Batteries
2 Mass Notification
3 Pull Stations
4 Heats
8 Smokes
12 Strobes
12 Horns
1 Annunciator

QTY DECS BLDG 11 (SHOOT HOUSE)

1 4100U w/two 12v/110a Batteries
2 Mass Notification
2 Pull Stations

4	Heats
8	Smokes
12	Strobes
12	Horns
1	Annunciator

RTI PEMBROKE

QTY	DESC
1	Fire Alarm Control Panel
1	Main CPU Module (3-CPU3)
1	RS-485 Class "A" Network Comm. Module (3-RS485)
2	Boost Power Supply (3-BPS/M)
1	Audio Source W/Local Mic +C7:C23(3-ASU/4)
3	95W Zoned Amplifier (3-ZA95)
1	Digital Dialer (3-MODCOM)
4	12v/24a 24 AH Batteries
2	Remote Annunciators W/ Controls (3-LCDANN)
1	Enclosure Heater (SPACEAGELCD)
3	Remote Microphones W/ Sw. LOC 3- ANNCPU3)
3	Remote LCD CPU (4ANN/B)
3	Remote Mics (3-REMICA)
21	Addressable Pull Stations (SIGS-278)
19	Addressable Smoke Detectors (SIGA2-PS)
1	Addressable Heat Detector (SIGA2-HFS)
10	Addressable Duct Smoke Detectors (SIGA-SD)
10	Remote Test Sw. (SD-TRK)
2	Universal IN/Output Motherboards (SIGA-UIO6)
106	Speaker/Strobes (G4RF-S2VM)
15	Weatherproof Speaker/Strobes (WG4RN-S
7	6Amp Signal Panels (BPS-6A)
14	7AH Batteries (12V6A5)
12	Surface Mount Door Holders (1508 AQN5
3	Lighting Arrestors (DTK-2MHLP)

BARRACKS BLDG

QTY	DESC
1	Main CPU Module (3-CPU3)
1	3-RS485 Class "A" Network Comm. Module (3-RS485)
2	Booster Power Supply (3-BPS/M)
1	Audio Source Unit W/Local Mic. (3-ASU/4)
1	Digital Dialer (3-MODCOM)
2	24 AH Batteries (12V24A)
1	Remote Annunciator W/ Controls (3-LCDANN)

- 2 Remote LCD CPU (3-ANNCPU3)
- 2 Remote Microphones (3-REMICA)
- 15 Addressable Pull Stations (SIGA-278)
- 54 Addressable Smoke Detectors (SGA2-PS)
- 2 Addressable Heat Detectors (SIGA2-HFS)
- 4 Addressable Duct Smoke Detectors (SIGA-SD)
- 4 Remote Test Sw./LEDs (SD-TRK)
- 2 Universal Input/output Motherboard (SIGA-UIO6)
- 171 Addressable Speaker/Strobe Units (G4RF-S2VM)
- 9 Weatherproof Speaker Units (WG4RN-S)
- 10 6Amp Signal Panel (BPS-6A)
- 20 7.2AH Batteries (12V6A5)
- 12 Surface Mount Door Holders (1508 AQN5)

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

**EXHIBIT B, P37 AGREEMENT
THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT**

**SUBJECT: Fire Alarm Inspection, Testing, Maintenance and Repair Services
July 1, 2018 through December 31, 2018**

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$11,800.00. This amount shall not be exceeded without issuance of an amendment to this agreement and agency approval.

Subject: Fire Alarm Inspection, Testing, Maintenance and Repair at Armories throughout the state.

The undersigned, having carefully examined the specifications for Fire Alarm Inspection, Testing, Maintenance and Repair at Armories throughout the state, hereby proposes to furnish all materials and to perform all work for the above-captioned project in strict accordance with said specifications for the following price amount.

Total Base Price for semi-annual testing and inspection services:

The price for this part is the semi-annual price chargeable by the vendor against the State for providing all materials and services specified in Exhibit A (Scope of Services) to this agreement.

	Semi-annual inspection and testing	Cost (hourly) for maintenance services during normal business hours	Cost (hourly) for Evening/Weekend maintenance	Cost (hourly) for Holiday maintenance
Army Aviation Support Facility (AASF)	\$212.50	\$94.00	\$104.00	\$104.00
Berlin Armory	\$225.00	\$94.00	\$104.00	\$104.00
Concord State Military Reservation (including):				
Building I (JFHQ)	\$125.00	\$94.00	\$104.00	\$104.00
Building A (USPFO)	\$125.00	\$94.00	\$104.00	\$104.00
Building B/C (State Business Office)	\$125.00	\$94.00	\$104.00	\$104.00
Building F (CFMO/State maintenance)	\$125.00	\$94.00	\$104.00	\$104.00
Building G (CSMS Annex)	\$125.00	\$94.00	\$104.00	\$104.00
Building H (CSMS)	\$125.00	\$94.00	\$104.00	\$104.00
Building L (USPFO Warehouse)	\$112.50	\$94.00	\$104.00	\$104.00
Building M (Concord Armory)	\$212.50	\$94.00	\$104.00	\$104.00
Franklin Armory	\$212.50	\$94.00	\$104.00	\$104.00
Hillsborough Armory	\$125.00	\$94.00	\$104.00	\$104.00
Hillsborough FMS	\$112.50	\$94.00	\$104.00	\$104.00
Lancaster Armory	\$212.50	\$94.00	\$104.00	\$104.00
Lebanon Armory	\$212.50	\$94.00	\$104.00	\$104.00

Lebanon CHP	\$125.00	\$94.00	\$104.00	\$104.00
Littleton Armory and FMS	\$312.50 \$125.00	\$94.00	\$104.00	\$104.00
Littleton CHP	\$112.50	\$94.00	\$104.00	\$104.00
Manchester Armory	\$400.00	\$94.00	\$104.00	\$104.00
Milford Armory	\$125.00	\$94.00	\$104.00	\$104.00
Milford CHP	\$112.50	\$94.00	\$104.00	\$104.00
Nashua Armory	\$212.50	\$94.00	\$104.00	\$104.00
Nashua CHP	\$112.50	\$94.00	\$104.00	\$104.00
Plymouth Armory	\$212.50	\$94.00	\$104.00	\$104.00
Portsmouth Armory	\$212.50	\$94.00	\$104.00	\$104.00
Rochester Armory	\$125.00	\$94.00	\$104.00	\$104.00
Raymond Bisson	\$200.00	\$94.00	\$104.00	\$104.00
RTI Pembroke	\$237.50	\$94.00	\$104.00	\$104.00
Somersworth Armory	\$125.00	\$94.00	\$104.00	\$104.00
Somersworth FMS	\$112.50	\$94.00	\$104.00	\$104.00
State Training Site (Ctr. Strafford)	\$1,500.00	\$94.00	\$104.00	\$104.00
Total Semi-Annual	\$6,750.00			

Funding will be as described:	2245-024	\$ 3,662.50
	2240-024	\$ 3,087.50
Repairs, if needed, after inspection:	2245-103	\$ 1,750.00
	2240-103	\$ 3,300.00
	Total:	\$11,800.00

Method of Payment

Payment will be made within 15 days after receipt of a proper invoice.

Payment shall be made by mailing a bank draft to the address specified in the General Provisions 1.4 of this agreement.

Invoices will be submitted by the contractor to:

The Adjutant General's Department
BA Office
4 Pembroke Road
Concord, NH 03301

Terms of Payment

The Adjutant General's Department will pay the contractor the noted above after the work performed is accepted as complete by The Adjutant General's Department.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

EXHIBIT C, SPECIAL PROVISIONS

SUBJECT: Fire Alarm Inspection, Testing, Maintenance and Repair Services

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

4. **General Provisions** are amended as follows:

a. **Provision 7. PERSONNEL sub-part 7.2:** Delete the period at the end of the provision, and add the following:

"or who is a National Guardsperson or who is a federal employee of the National Guard."

b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

c. **Provision 14. INSURANCE AND BOND:** *Add* the following sub-sub-part:

14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability.

5. GOVERNING REGULATIONS:

Title 2 Code of Federal Regulations (CFR) Part 200, and **NGR 5-1**, shall govern this Agreement and include the following terms and conditions:

Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Drug-Free work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Environmental Protection.

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and sub recipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and sub recipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European

Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Uniform Relocation Assistance and real Property Acquisition Policies.

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Copeland “Anti-Kickback” Act.

The state covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT D - Environmental Management System
Notice for Contractors and Contractor employees

The New Hampshire Army National Guard (NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations. The significant environmental aspects are listed below:

- Energy Use
- Vehicle Travel (fleet) Between Work Stations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

Energy Use

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, or reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

Vehicle Travel (fleet) Between Work Stations

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

Significant aspects likely to be affected by contractor's activities, products, or services:
(To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects:
(To be discussed at the Kickoff meeting)

Contact Information:

The Adjutant General's Dept. Environmental Staff (603) 227-1439

Resources Provided Upon Contractor Request:

NHARNG Integrated Cultural Resources Management Plan (ICRMP)
NHNG Green Procurement Plan
Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF)
NHARNG Hazardous Waste Management Plan

State of New Hampshire

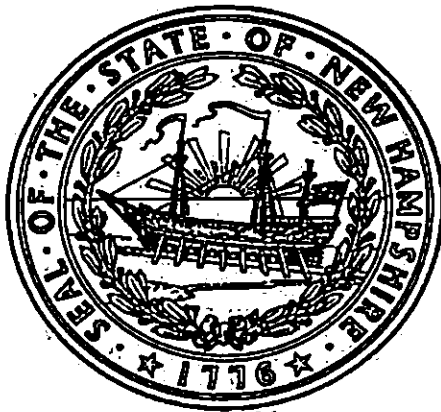
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI STATE FIRE PROTECTION, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 06, 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: 550043

Certificate Number: 0004098830



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, John Theriault, New England Regional Manager, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of Tri State Fire Protection LLC.
(Name of Limited Liability Company)
2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Tri State Fire Protection LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)

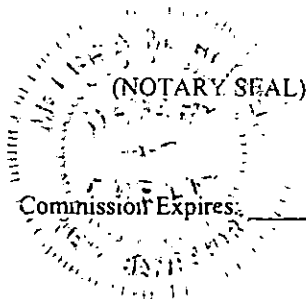
August 27, 2018
(Date)

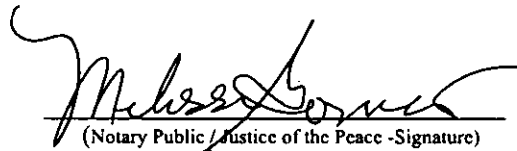
STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 27 day of August, 2018, before me Melissa Gouveia,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared John Theriault, known to me (or
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.




(Notary Public / Justice of the Peace -Signature)

MELISSA M. GOUVEIA, Notary Public
My Commission Expires May 4, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/22/2018

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 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		CONTACT NAME: Jennifer Letendre	
THE ROWLEY AGENCY INC.		PHONE (A/C No. Ext.): (603) 224-2562	FAX (A/C No.): (603) 224-8012
45 Constitution Avenue		E-MAIL ADDRESS: jletendre@rowleyagency.com	
P.O. Box 511		INSURER(S) AFFORDING COVERAGE	
Concord NH 03302-0511		INSURER A: Admiral Insurance Co	NAIC # 24856
INSURED		INSURER B: Cincinnati Ins	10677
Tri State Fire Protection, LLC		INSURER C: Hudson Excess Insurance Co	14484
26 Hampshire Dr.		INSURER D: New Hampshire Employers Ins Co	13083
Hudson NH 03051		INSURER E: Chubb	10052
		INSURER F: Tokio Marine Specialty Insurance Co	10945

COVERAGES CERTIFICATE NUMBER: 18/19 TSP 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 ISUBR (INSD / 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"/> DED \$5,000 <input checked="" type="checkbox"/> Blnkt Contract.: per form GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: *Per proj agg limit-10M		CA000029449-01 inclds professional liab- \$1 mill per occ/subject to same aggregate limit	1/23/2018	1/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAA5244118	1/23/2018	1/23/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		HXB1000218 02 ***Absolute Exclusion for work in NY***	1/23/2018	1/23/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	Section 3A States: NH, MA ECC600-4000471-2018A	1/23/2018	1/23/2019	<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
E	Crime coverage-3rd party		8225-6705	1/23/2018	1/23/2019	Limit: (10,000 DED) 1,000,000
F	EXCESS Liability		PUB615321	1/23/2018	1/23/2019	EXCESS Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Covering operations of the named insured during the policy period.

RECEIVED
JAN 24 2018

ADJUTANT GENERAL'S
DEPARTMENT

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire The Adjutants General's Department State Military Reservation 4 Pembroke Road Concord, NH 03301-5652	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 Jennifer Letendre/JLP <i>Jenny Letendre</i>

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Jeanette Patten Log Out

ALERT - June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.

Search Results

Current Search Terms: tri-state fire* protection* llc*

Your search for ""tri-state*fire* protection* llc*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	Tri State Fire Protection, LLC	Status: Active
DUNS: 781086801	CAGE Code: 4QGS8	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 07/11/2019	Debt Subject to Offset? No	
Purpose of Registration: All Awards		

*Debarment
Tri-State*



- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

IBM v1.P. 18.20180820-1228
WWW4

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

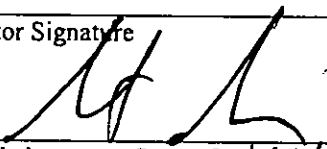
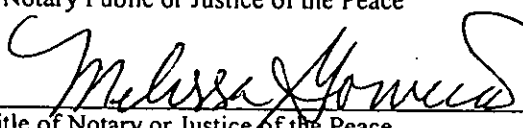
1st of 2 Contract renewals

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

GENERAL PROVISIONS

Commodity: 990

I. IDENTIFICATION.

1.1 State Agency Name THE ADJUTANT GENERAL'S DEPARTMENT		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301	
1.3 Contractor Name Tri-State Fire Protection, LLC Vendor: 177644		1.4 Contractor Address 26 Hampshire Drive, Hudson, NH 03051	
1.5 Contractor Phone Number (603) 293-7531	1.6 Account Number 2220/2240/2245 024 & 103	1.7 Completion Date June 30, 2018	1.8 Price Limitation NTE \$24,500.00
1.9 Contracting Officer for State Agency Stephanie L. Milender		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>July 27, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		MELISSA M. GOUVEIA, Notary Public My Commission Expires May 4, 2021	
1.13.2 Name and Title of Notary or Justice of the Peace Melissa Gouveia			
1.14 State Agency Signature Stephanie Milender Date: 7/31/17		1.15 Name and Title of State Agency Signatory Stephanie L. Milender, Administrator	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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. 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.

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. 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.

24. 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 relating hereto.



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

William N. Reddel, III, Major General
The Adjutant General

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

Stephanie L. Milender
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

May 17, 2016

MEMORANDUM FOR THE RECORD

SUBJECT: Requests for Quote – Fire Alarm Inspection, Testing, Maintenance & Repair Services

The Adjutant General requested quotes from four (4) different vendors for the above-referenced services:

1. R. B. Allen Co., Inc.
2. A.S.A.P. Fire & Safety Corporation, Inc.
3. Capitol Alarm Systems, Inc.
4. Tri-State Fire Protection, LLC

Tri-State Fire Protection submitted the sole quote.

Sincerely,

A handwritten signature in black ink that reads "Jeanette Patten".

Jeanette Patten
Procurement Technician
NH Adjutant General's Department
4 Pembroke Road, Bldg. C
Concord, NH 03301-5652


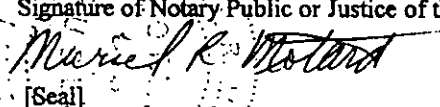
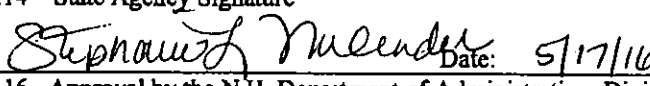
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name THE ADJUTANT GENERAL'S DEPARTMENT		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301	
1.3 Contractor Name Tri-State Fire Protection, LLC		1.4 Contractor Address 26 Hampshire Drive, Hudson, NH 03051	
1.5 Contractor Phone Number (603) 293-7531	1.6 Account Number 2245/2240/2220 024 & 103	1.7 Completion Date June 30, 2017	1.8 Price Limitation NTE \$24,500.00
1.9 Contracting Officer for State Agency Stephanie L. Milender		1.10 State Agency Telephone Number (603) 225-1361	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael O'Rourke, Managing Member	
1.13 Acknowledgement: State of New Hampshire County of Hillsborough On 6 May 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  MURIEL R. MOTARD, Notary Public My Commission Expires July 2, 2019			
1.13.2 Name and Title of Notary or Justice of the Peace Muriel Motard, Notary			
1.14 State Agency Signature  Date: 5/17/16		1.15 Name and Title of State Agency Signatory Stephanie L. Milender, Administrator	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>n/a</i> Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>n/a</i> On: <i>No GC required under \$25,000</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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.

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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. 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.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive 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; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her 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. 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.

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. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. 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.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. 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.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. 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.

24. 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 relating hereto.