



Sheriff Michael L. Prozzo, Jr.  
Chairman

**State of New Hampshire  
POLICE STANDARDS & TRAINING COUNCIL  
ARTHUR D. KEHAS  
LAW ENFORCEMENT TRAINING FACILITY & CAMPUS  
17 Institute Drive — Concord, N.H. 03301-7413  
603-271-2133 FAX 603-271-1785  
TDD Access: Relay NH 1-800-735-2964**



Donald L. Vittum  
Director

N 77A

May 8, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the New Hampshire Police Standards & Training Council (NHPSTC) to enter into a service agreement with Gerard A. LaFlamme, Inc., of 100 Harvey Road, Londonderry, NH 03053 (Vendor Code 174091) in the amount of \$11,800.00 to reconstitute the electrical capacity of a section of our existing facility to accommodate the installation of a use of force simulator at the Arthur D. Kehas Law Enforcement Training Facility and Campus; effective upon Governor and Council approval through June 30 2014. 100% Agency Income.

Funding is available in account titled Law Enforcement Terrorism Prevention as follows:

06-87-87-08700-89020000-048-500226 Contract Main-Bldg&Grnds FY2014 \$11,800.00

**EXPLANATION**

NH Police Standards and Training requested and received funding through the NH Department of Safety to purchase and equip NHPSTC with an interactive 300 degree use of force training simulator. This simulator will be used to increase critical law enforcement and tactical training in the area of force response to threats of violence and mass terrorism. The grant funds received are to be used as follows:

Class 048 – Contractual Maintenance, Building and Grounds - \$11,800. These grant funds are required to make improvements to the electrical supply within the simulator room and adjacent areas of the Academy wing of the NHPSTC facility. This request is to modify

and improve the existing electrical configuration within NHPSTC to make it ready for the arrival and installation of the use of force training simulator.

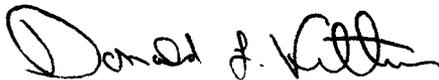
An RFP was developed and posted on the bids page of the NH State Bureau of Purchase and Property website. The RFP was posted on April 11, 2014, with a submission deadline set at 1:30 on April 16, 2014. Once the bid was posted, 76 potential contractors (based on the service they provide) were notified of the existence of the RFP for their consideration and proposal submission.

The RFP stated that "The award shall be made to the responsible Vendor(s) meeting the criteria established in this RFP and providing the lowest cost in total based on the scope of service found below. The NH State Police Standards and Training Council reserves the right to reject any or all bids or any part thereof and add/delete locations to the contract price. If an award is made, it shall be in the form of a State of New Hampshire Contract(s)."

A meeting was held in the NHPSTC Business Office on April 21, 2014, to open and review proposals received. Five proposals were received, four of which arrived by the closing date. The winning bidder was Gerard A. LaFlamme, Inc. As was the case for all qualifying proposals received, their proposal was evaluated based on the criteria outlined in the RFP. After that evaluation, the team agreed that the proposal was most advantageous to NHPSTC and was selected as the winning vendor.

This agreement has no general fund impact. We respectfully request your approval for this agreement.

Respectfully Submitted,



Donald L. Vittum  
Director

DLV:brj

## **BID EVALUATION**

The RFP for this service contract stated that the award shall be made to the responsible Vendor(s) meeting the criteria established in this RFP and providing the *lowest cost in total* based on the scope of service found in the RFP document. This served as the criteria in selecting the winning bidder for the project.

Five responses were received by NHPSTC in response to the RFP, four of which arrived in advance of the deadline defined in the RFP document. The RFP responders and their corresponding proposal scores can be found in the following page.

STATE OF NEW HAMPSHIRE  
 Bureau of Purchase and Property  
**RFP # PSTC 2-14**  
**DATE: 4/16/14 @ 1:30 PM**  
  
 Simulator Room Electrical Work  
**NH Police Standards and Training Council**

<b>VENDOR</b>	<b>Proposed Cost</b>
MRL EC+CE LLC	\$12,088.00
Interstate Electrical Services Corp	\$17,084.00
Ostrow Electric Company	\$14,422.00
Gerard A Laflamme, Inc.	\$11,800.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00

Indicates award made to this bidder

**No Bid/Disqualified Bid**  
 Therrien Electric And Alarms LLC (missed deadline)

Subject: Electrical Services for the NH Police Standards and Training Council FORM NUMBER P-37 ( version 1/09)

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>NH Police Standards and Training Council</u>		1.2 State Agency Address <u>17 Institute Drive, Concord NH 03301</u>	
1.3 Contractor Name <u>Gerard A. LaFlamme Inc.</u>		1.4 Contractor Address <u>100 Harvey Road, Londonderry, NH 03053</u>	
1.5 Contractor Phone Number <u>603-432-0878</u>	1.6 Account Number <u>10-08700-89020000-500226</u>	1.7 Completion Date <u>6/13/14</u>	1.8 Price Limitation <u>\$11,800</u>
1.9 Contracting Officer for State Agency <u>DONALD L. VITUM</u>		1.10 State Agency Telephone Number <u>603-271-2133</u>	
1.11 Contractor Signature <u>Donald Mendzela President</u>		1.12 Name and Title of Contractor Signatory <u>Donald Mendzela, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>April 15, 2014</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 <u>Cathy J. Gordon</u> [Seal]		<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>CATHY J. GORDON</b>            ★ NOTARY PUBLIC - NEW HAMPSHIRE ★            My Commission Expires August 10, 2016         </div>	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Cathy Gordon, Notary</u>			
1.14 State Agency Signature <u>Donald L. Vittum</u>		1.15 Name and Title of State Agency Signatory <u>Donald L. Vittum, Director</u>	
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) By: <u>Mary A. P.</u> On: <u>5/1/2014</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

APR 29 14 AM 10:28

**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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials DM  
Date 4/29/14

**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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials DM  
Date 4/29/14

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.

## Exhibit A

### Simulator Room Electrical Scope of Work

NH Police Standards & Training plans to purchase a firearms training simulator and install it in two of the connected classrooms in the Academy Wing of its facility. In a separate phase, the two classrooms are to be reconstituted into a single room (the Simulator Room) for recruit and officer firearms training. Below is the scope of work defining the electrical needs of the newly remodeled Simulator Room and the work necessary to equip the room with the electrical capacities that meet the needs of this new training simulator and its related equipment.

This phase of the project is to install a discrete sub-panel electrical service convenient to the academy/simulator area of the Academy Wing of the facility. This new sub-panel will serve as the sole electrical distribution for all power needs of the simulator system and its components.

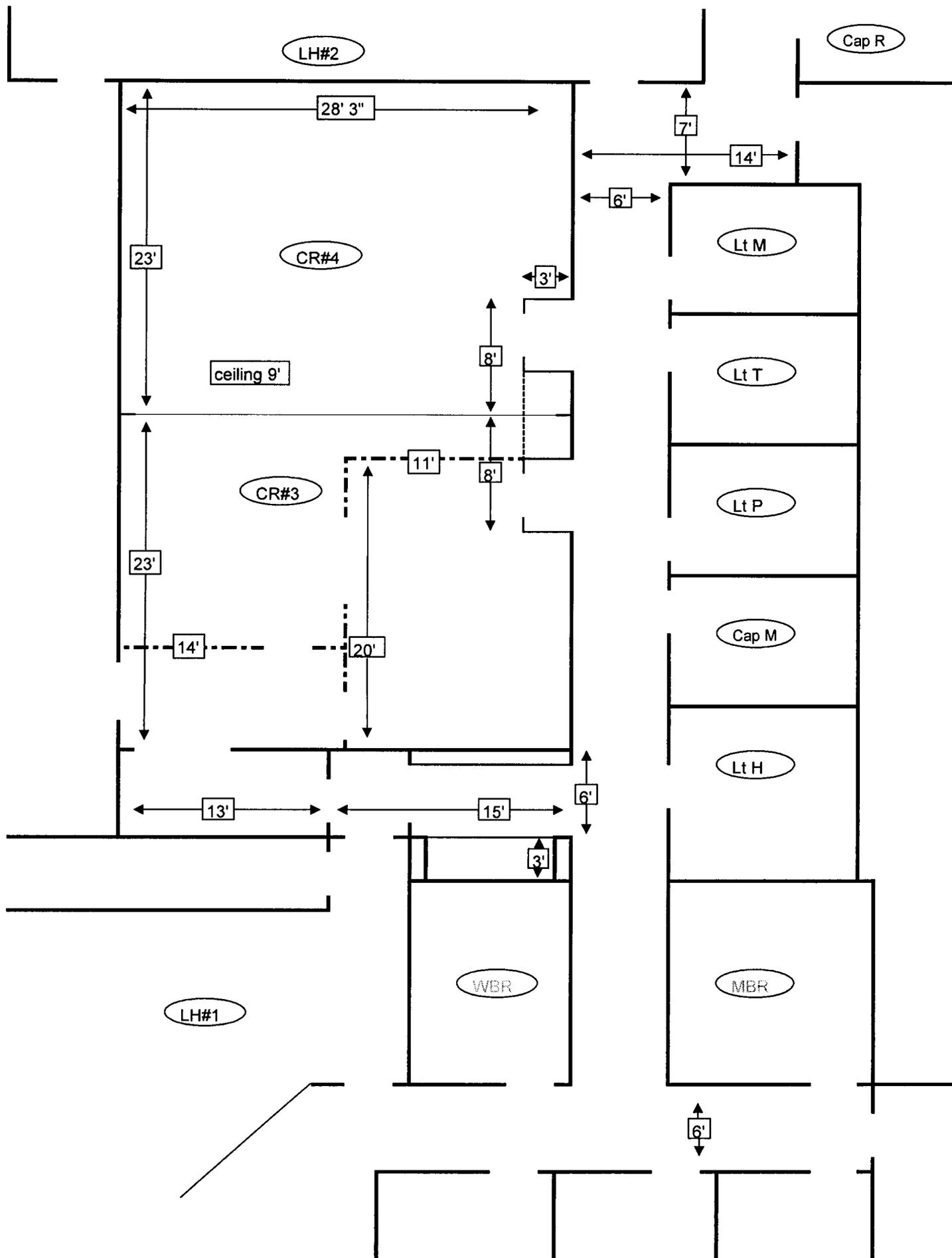
#### Additional Project Scope:

- A new breaker(s) will be installed in the main service area of the Boiler Room of the building. Transmission lines will be run through new electrical conduit from the boiler room to the Simulator entry area, where the sub-panel is to be installed. Most of the conduit will run above the drop ceiling once it passes through the wall of the boiler room, approximately 150' in length.
- New 2-gang (4 receptacle) outlets are to be installed around the simulator room, most to replace existing single-gang (2 receptacle) outlets. In total, there will be approximately 12 4 receptacle outlets.
- An additional 4 2-gang (4 receptacle) outlets are to be installed above the drop ceiling where the projectors for the simulator will be located.
- All electrical terminations, including lighting fixtures, will be re-routed through the new sub-panel and existing connections to the existing service will be removed.
- The new service sub-panel will consist of a 120/208 volt – 3-phase – 200 amp panel with appropriate breakers, all Square-D equipment to match the main service panel.
- Branch circuit wiring is required for receptacles and power outlets based on M/C cable with die cast screw set connectors where allowable and/ or concealed in the walls and EMT conduit with die cast setscrew connectors where exposed.
- Temporary lighting and power may be required.
- Electrical design includes liability insurance coverage.
- All wiring methods must be acceptable per the requirements of the NFPA 70 2011 National Electrical Code.
- The contractor will abide by all other conditions and requirements as outlined in the RFP for Simulator Room Electrical Work posted on April 11, 2014.

Contractor Initials

Date

017  
4/29/14



## **Exhibit B**

### **Simulator Room Electrical Price and Payment Terms**

This contract is total price limited to not more than \$11,800 for the contract period. The contractor shall submit an itemized invoice for materials and service provided within 30 days of delivery of said materials and services, or per the invoicing and payment terms as written in the RFP document for this contract.

## **Exhibit C**

### **Simulator Room Construction Special Terms and Conditions**

The Council reserves the right to modify the electrical specifications as necessary to meet their needs and to achieve successful installation of the training simulator. Please see room specifications included in Exhibit A herein for additional room specification details.

Any special terms and provisions as written in the RFP document for this contract shall remain in force herein.

Contractor Initials DM  
Date 4/29/14

# 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 GERARD A. LAFLAMME, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 21, 1964. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.

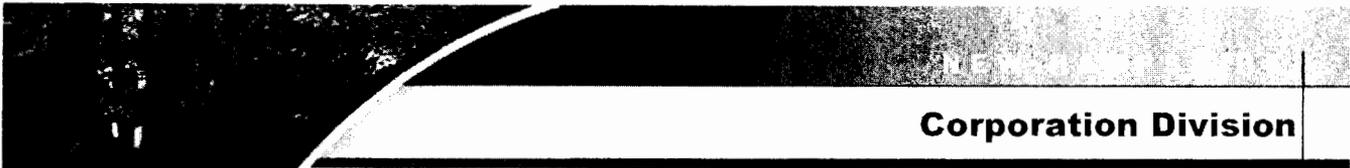


In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2<sup>nd</sup> day of May, A. D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

MAY 6 14 AM 11:05


**Corporation Division**

Search  
 By Business Name  
 By Business ID  
 By Registered Agent  
 Annual Report  
 File Online  
 Guidelines  
 Name Availability  
 Name Appeal Process

Date: 5/1/2014

**Filed Documents**

(Annual Report History, View Images, etc.)

**Business Name History**

Name	Name Type
GERARD A. LAFLAMME, INC.	Legal

**Corporation - Domestic - Information**

**Business ID:** 11287  
**Status:** Good Standing  
**Entity Creation Date:** 4/21/1964  
**Principal Office Address:** 100 HARVEY RD  
 LONDONDERRY NH 03053  
**Principal Mailing Address:** PO BOX 5706  
 MANCHESTER NH 03108  
**Last Annual Report Filed Date:** 2/21/2014 4:30:00 PM  
**Last Annual Report Filed:** 2014

**Registered Agent**

**Agent Name:** DONALD L MENDZELA  
**Office Address:** 100 HARVEY RD, LONDONDERRY  
 PO BOX 5706  
 MANCHESTER NH 03108

**Mailing Address:**

**Important Note:** The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

# Gerard A. Laflamme, Inc.

ELECTRICAL CONTRACTORS  
"Serving All Your Electrical Needs"  
P.O. BOX 5706 MANCHESTER, NEW HAMPSHIRE 03108  
(603) 432-0878 FAX (603) 437-3820

## Certificate of Vote

I, Cathy J. Gordon, hereby certify that I am duly elected Secretary of Gerard A. Laflamme, Inc.

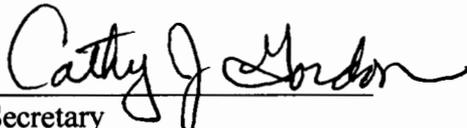
I hereby certify that the following is a true copy of a vote taken at a meeting of the Board of Directors of the corporation, duly called and held on 4/15/14 at which time a quorum of the Board was present and voting.

### VOTED:

The Board of Directors of Gerard A. Laflamme, Inc. gave authorization to Donald L. Mendzela, President of Gerard A. Laflamme, Inc., on behalf of the corporation, to enter into a specific contract with NH Police Standards and Training Council, 17 Institute Drive, Concord, NH 03301 and further authorized to execute any documents which may in his judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remain in full force and effect as of 4/15/14 and that Donald L. Mendzela is the duly elected President, respectively, of this corporation.

Attest:

  
Secretary  
(Corporate Seal)

Date: 4/15/2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/28/2014

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).

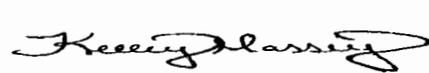
<b>PRODUCER</b> THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Kelley Massey <b>PHONE (A/C No. Ext):</b> (603) 224-2562 <b>FAX (A/C No.):</b> (603) 224-8012 <b>E-MAIL ADDRESS:</b> kmassey@rowleyagency.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Firemen's Ins Co of Wash. DC</td> <td>21784</td> </tr> <tr> <td>INSURER B: Acadia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Firemen's Ins Co of Wash. DC	21784	INSURER B: Acadia Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
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<b>INSURED</b> Gerard A. Laflamme, Inc. P O Box 5706 Manchester NH 03108														

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>			CPA023562416	12/19/2013	12/19/2014	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GENERAL AGGREGATE \$ 2,000,000							
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000	
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							\$	
A	<b>AUTOMOBILE LIABILITY</b>			CAA023562515	12/19/2013	12/19/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
				Underinsured motorist \$				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUA023562816	12/19/2013	12/19/2014	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input checked="" type="checkbox"/> OCCUR	AGGREGATE \$ 5,000,000
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WPA027786615	12/19/2013	12/19/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000	
	E.L. DISEASE - POLICY LIMIT \$ 500,000							
A	<b>Leased/Rented Equipment</b>			CPA023562416	12/19/2013	12/19/2014	Limit: \$60,000	
	<b>Installation Floater</b>			CPA023562416	12/19/2013	12/19/2014	Limit: \$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Electrical services for the NH Police Standards & Training Council. NH Police Standards and Training Council is additional insured with respect to the general liability when required by written contract with the named insured.

<b>CERTIFICATE HOLDER</b>  NH Police Standards and Training Council 17 Institute Drive Concord,, NH 03301	<b>CANCELLATION</b>  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  Kelley Massey/KCO 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/28/2014

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).

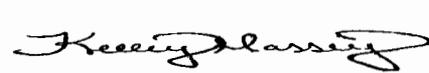
<b>PRODUCER</b> THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	<b>CONTACT NAME:</b> Kelley Massey <b>PHONE (A/C, No, Ext):</b> (603) 224-2562 <b>E-MAIL ADDRESS:</b> kmassey@rowleyagency.com	<b>FAX (A/C, No):</b> (603) 224-8012
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Gerard A. Laflamme, Inc. P O Box 5706 Manchester NH 03108	<b>INSURER A:</b> Firemen's Ins Co of Wash. DC	<b>NAIC #</b> 21784
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
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**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <b>N</b>	N/A	WPA027786615 3A STATES: NH, ME	12/19/2013	12/19/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Electrical services for the NH Police Standards & Training Council

<b>CERTIFICATE HOLDER</b>  NH Police Standards and Training Council. 17 Institute Drive Concord, NH 03301	<b>CANCELLATION</b>  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  Kelley Massey/KCO 
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STATE OF NEW HAMPSHIRE PROPOSAL TRANSMITTAL LETTER

Date: 4/15/2014

Company Name: GERARD A LAFLAMME, INC.
Address:
Street: 100 Harvey Rd., Londonderry, NH 03053
Mailing: PO Box 5706 Manchester, NH 03108

To: Point of Contact: Jason Sargeant
Telephone: (603)-271-1792
Fax: (603) 271-7564
Email: prchweb@nh.gov

RE: Proposal Invitation Name: Simulator Room Electrical Work
Proposal Number: PTSC 2-14
Proposal Opening Date and Time: APRIL 16, 2014 @ 1:30 PM

Dear Jason Sargeant:

[Insert name of signor] Donald Mendzela, on behalf of Gerard A Laflamme (insert name of entity submitting Proposal (collectively referred to as "Vendor")) hereby submits an offer as contained in the written Proposal submitted herewith ("Proposal") to the State of New Hampshire in response to PROPOSAL # PTSC 2-14 for Construction Services Contract(s) at the price(s) quoted herein in complete accordance with the Proposal.

Donald Mendzela is authorized to legally obligate Gerard A Laflamme, Inc
Print Signor Name Print Company Name

Vendor attests to the fact that:

- 1. The Vendor has reviewed and agreed to be bound by the terms of the Request for Proposal.
2. The Vendor has not altered any of the language or other provisions contained in the Proposal document.
3. The Proposal is effective for a period of 180 days from the Opening date as indicated above.
4. The prices Vendor has quoted in the Proposal were established without collusion with other vendors.
5. The Vendor has read and fully understands this Request for Proposal.
6. Further, in accordance with RSA 21-I:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
d. Is currently debarred from performing work on any project of the federal government or the government of any state;
e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
j. Has been placed on the debarred parties list described in RSA 21-I:11-c within the past year.

Authorized Signor's Signature Donald Mendzela Authorized Signor's Title President

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Rockingham STATE: NH ZIP: 03053

On the 15 day of April, 2014, personally appeared before me, the above named Donald Mendzela, in his/her capacity as authorized representative of Gerard A Laflamme, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

In witness thereof, I hereunto set my hand and official seal.

Cathy Gordon
(Notary Public/Justice of the Peace)

My commission expires: GORDON (Date)
NOTARY PUBLIC - NEW HAMPSHIRE
My Commission Expires August 10, 2016

**OFFER:** The undersigned hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with general and detailed specifications included herewith.

Add Pricing Here Eleven Thousand Eight Hundred and 00/100 dollars (\$11,800.00)