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# State of New Hampshire

DEPARTMENT OF SAFETY  
OFFICE OF THE COMMISSIONER  
33 HAZEN DR. CONCORD, N.H. 03305  
603-271-2791

ROBERT L. QUINN  
COMMISSIONER OF SAFETY

March 13, 2020

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

### Requested Action

Authorize the Department of Safety, Division of Fire Standards and Training and Emergency Medical Services, to enter into a contract with Bergeron Protective Clothing, LLC (VC#158909, B001), 1024 Suncook Valley Hwy, Unit 5D, Epsom, NH, in an amount not to exceed \$15,000.00 to provide garment repair services to firefighters' personal protective equipment. Effective upon Governor and Council approval through June 30, 2022. Funding Source: 100% Revolving Funds.

Funds are available in the SFY 2020/2021 operating budget and contingent upon the availability and continued appropriation of funds in SFY2022 with the authority to adjust between fiscal years through the Budget Office if needed and justified.

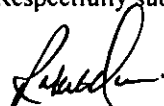
02-23-23-237010-40650000 Dept. of Safety – FSTEMS – Fire Stndrds & EMS Admin				
020-500212 Current Expenses – Clothing	<u>SFY2020</u>	<u>SFY2021</u>	<u>SFY2022</u>	<u>Total</u>
Activity Code: 2370	\$5,000.00	\$5,000.00	\$5,000.00	\$15,000.00

### Explanation

This contract will provide structural firefighter gear repair services for the Division's personal protective clothing worn during training evolutions for the firefighter certification programs. The gear is worn by students and instructors to keep them protected during live fire practical evolutions. The gear needs to maintain durability to ensure continuous safety to students and instructors. The vendor will be required to use their own equipment designed to repair personal protective clothing and will be providing parts and materials needed to perform the repair.

The Division posted two Request for Bids (RFBs) on the State's Purchase & Properties website. The first RFB received no bids; therefore, the Division contacted three vendors making them aware of the second bid. Bergeron Protective Clothing, LLC was the only vendor who submitted a bid.

Respectfully submitted,

  
Robert L. Quinn  
Commissioner of Safety

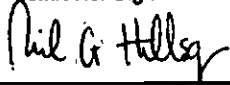
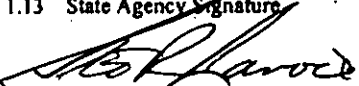

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Safety, Div. of Fire Standards & Training and Emergency Medical Services		1.2 State Agency Address 33 Hazen Drive, Concord, NH	
1.3 Contractor Name Bergeron Protective Clothing, LLC		1.4 Contractor Address 1024 Suncook Valley Hwy, Unit 5D, Epsom, NH 03234	
1.5 Contractor Phone Number 603-736-8500	1.6 Account Number 02-23-23-237010-4065-020	1.7 Completion Date June 30, 2022	1.8 Price Limitation Not to exceed \$15,000.00
1.9 Contracting Officer for State Agency Deborah Pendergast, Director		1.10 State Agency Telephone Number 603-223-4200	
1.11 Contractor Signature  Date: 3-9-2020		1.12 Name and Title of Contractor Signatory Richard G. Hillsqrove, Co-owner	
1.13 State Agency Signature  Date: 3/22/20		1.14 Name and Title of State Agency Signatory Steven R. Lavoie, Dir. of Administration	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4-13-2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials RGH  
Date 3/9/2020

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

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

10.1 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:

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9; or 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT A – SPECIAL PROVISIONS**

There are no modifications, additions, and/or deletions to the Form P-37.

**EXHIBIT B**

**2. EMPLOYMENT OF CONTRACTOR: SERVICES TO BE PERFORMED.**

The vendor shall provide structural firefighter gear repair services to include materials to the Division of Fire Standards & Training and Emergency Medical Services. This agreement is effective upon Governor & Council approval through June 30, 2022.

Prior to the work being completed, the vendor shall provide a quote on each repair item. The Division contact person will give the approval to proceed with the repair.

Pricing for repairs are listed in pages 7 through 11. Prices include any other costs associated with the repair such as travel, shipping charges, pick up or delivery, evaluation, laundering, disposal fee for gear deemed unrepairable, etc. If the vendor charges additional fees, those fees must be noted in the bid response and will be added to the individual repair sample cost used in awarding the bid.



Item No.	Selling Price	Item Description
I006251	66	Add Hanging Letter Patch/snaps and Velcro (MUST GIVE FABRIC)
I003900	33	Add Letter Patch Sew on 2 Line (MUST GIVE FABRIC)
I011957	40	Add ( 3 ) Wide Belt Loops And Two Side Loops For Personal Escape Belt ( RXT style )
I011638	5.45	Add 3" Reflexite Letters LY
I011892	6	Add 4" Piece Of Velcro To Knucklehead Light Holder WELLS ONLY...
17211	9	Add Black Thumb Loop to Existing Wrister (each)
17212	17	Add Black Thumb Loop to Existing Wrister (pair)
17498	3	Add Brilliance Letter 3"
I007067	28	Add Buckle, Velcro, and Holes to Strap of Bag Salem
I011958	44	Add Cell Pocket Advance Pioneer (MUST GIVE SIZE and FABRIC)
19811	58	Add Cell Pocket All Other (MUST GIVE SIZE and FABRIC)
I001983	5	Add Coat Snap
I001982	9	Add Dee Ring
I001984	11	Add Dee Ring On Leather (Dee Ring)
19143	9	Add DRD Stay Loop
I004664	22	Add Globe Embroidered American Flag (Left Sleeve)
I004663	22	Add Globe Embroidered American Flag (Right Sleeve)
I003897	33	Add Hand and Wrist Guards (pair) (MUST GIVE FABRIC)
19167	11	Add Hanging Mic Strap with Dee Ring
19335	9	Add Hook And Loop Velcro on Flag
19624	7	Add Hook Velcro to Dept. Patch - New Castle - two strips
I012852	44	Add Kevlar Tool " 3 - pack"compartment tool pocket
I006948	44	Add Kevlar Tool " 6-pack"compartment tool pocket
I002128	7	Add Leather Mic Strap



1009864	11	Add Leather Mic Strap With Rivets ( 4 rivets ) Suede
1003187	28	Add Leatherman Pocket
1003899	25	Add Letter Patch Single Line sew on (MUST GIVE FABRIC)
1003901	39	Add Letter Patch. Sew on 3 line (MUST GIVE FABRIC)
1001990	16	Add Padded Knees (each)
17527	17	Add Pocket Divider KEVLAR
1003905	44	Add Radio Pocket (MUST GIVE SIZE and FABRIC)
1003906	60	Add Rappelling Harness Loops (9 Std)(8 Lewiston)(10 Gemtor)(MUST GIVE FABRIC)
1006177	11	Add Receiving Velcro Only for Future Dept Shoulder Sleeve Patch (concord)
18771	9	Add Receiving Velcro to Garment, Sew Velcro on Name Patch For Alton
1002587	3	Add Scotchlite Letter 3"
18223	28	Add Self Material Reinforcing at Crotch, For External Harness
1003911	7	Add Self Mic Strap (MUST GIVE FABRIC)
1009679	66	Add Snap on Letter Patch Single Line (MUST GIVE FABRIC) Morning Pride w/10 Snaps
1003118	44	Add Sunlance Combination w\coat snap above
1003914	33	Add Survivor Holder
1003903	55	Add Velcro Letter Patch (coat already has rec'g velcro (MUST GIVE FABRIC)
1012421	63	Add Velcro Letter Patch and velcro to Jacket (MUST GIVE FABRIC)
19609	11	Decrease Each Side of Dress Shirt
Item No.	Selling Price	Item Description
1012543	29	Reinforce Coat Snap on Closure, Reusing coat snap ( price does NOT include new coat snap )
1007068	27	Reinforce Expansion Pocket Self Material (EACH)
1001968	4	Remove Letter (Per Letter if 3 letters or less)
1001967	11	Remove Letters (Per "Word")
1004544	40	Repair Hole(s) In Collar (requires opening the collar)
1013398	22	Repair w/ Large Patch 4" X 4" Or Less ( One sided patch, Single )
1013397	18	Repair w/ Medium Patch 3" X 3" Or Less ( One sided patch, Single )
1013395	14	Repair w/ Small Patch 2" X 2" Or Less (one sided patch, Single )
1013400	27	Repair w/ XLarge ( XL ) Patch 5" X 5" Or Less ( One sided patch, Single )
1006317	9	Replace Dee Ring (Dee Ring)

I008458	14	Replace ( Hook) Receiving Velcro on Jacket for DRD
I005518	33	Replace 4" Nomex Wrister (pair)
18152	17	Replace 4" Nomex Wrister Each
I003975	22	Replace Arashield Cuff (EACH)
I002673	33	Replace Arashield Knee (each)
I013381	9	Replace Coat Snap
I003834	17	Replace Dragon Hide Cuff (Each)
I004668	33	Replace Dragon hide Knee (EACH)
I004543	55	Replace Expansion Pocket (EACH)
I013851	21	Replace Hand And Wrist Guards w/Thumbhole (-8" ) Nomex (EACH sleeve)
I012593	42	Replace Hand And Wrist Guards w/Thumbhole ( 8" ) Nomex (Pair sleeve)
I002002	44	Replace Hook and Loop Velcro on Jacket Storm Flap
I013737	88	Replace Hook and Loop Velcro On Neck, shell and liner SYSTEM ( 4 pieces )
I001991	17	Replace Hook and Loop Velcro On Pocket (EACH)
I004562	17	Replace Hook And Loop Velcro on Radio Pocket
I004561	17	Replace Hook and Loop Velcro on Sunlance
I004431	17	Replace Hook and Loop Velcro On Throat Tab ( collar tab )
I013736	22	Replace Hook Velcro On Neck, Liner Only
I002003	22	Replace Hook Velcro On Neck, Shell Only
I012606	9	Replace Hook Velcro On Pocket (EACH)
I012607	9	Replace Hook Velcro on Radio Pocket
I012611	9	Replace Hook Velcro on Sunlance
I012609	9	Replace Hook Velcro On Throat Tab ( collar tab )
I013739	22	Replace Loop Velcro On Neck, Liner Only
I013738	22	Replace Loop Velcro On Neck, Shell Only
I012605	9	Replace Loop Velcro On Pocket (EACH)
I012608	9	Replace Loop Velcro on Radio Pocket
I012612	9	Replace Loop Velcro on Sunlance
I012610	9	Replace Loop Velcro On Throat Tab ( collar tab )
I013472	30	Replace Neoprene Binding At Hem Of Jacket Liner
I003923	66	Replace Radio Pocket

I013848	17	Replace Receiving Velcro Only for Dept Shoulder sleeve Patch (concord)
17802	2	Replace Reinforcement, Suede backing for Dee Ring or Helmet Snap
Item No.	Selling Price	Item Description
I012524	22	Replace Self Cuff Jacket (EACH)
I001958	22	Replace Self Cuff Pants (EACH)
I012692	33	Replace Silizone Knee ( EACH )
I006272	44	Replace Sleeve Trim Lower Band (Each)
I002010	33	Replace Sleeve Trim Upper Band (Each)
I001951	22	Replace Suede Cuff - COAT - (EACH)
I006253	17	Replace Suede Cuffs - PANT - (EACH)
I001942	33	Replace Suede Knee (EACH)
17429	11	Replace Suede Under Dee Ring (using same Dee Ring)
I004421	22	Replace Trim - Half of Leg Trim Band pant cuff
I006273	33	Replace Trim - Half of Sleeve Lower Band
I004611	44	Replace Trim on Leg
I002013	28	Replace Trim 1" To 24" Trim On Jacket (Any Style)
I002014	50	Replace Trim 24" To 50" Trim On Jacket (Any Style)
I002011	22	Replace Trim Half of Sleeve Upper Band
I013706	23	Replace Trim on Cargo Pocket ( just front piece no pleats - requires lifting pocket
I005481	44	Replace Trim on Cargo Pocket w/Expansion Pleats - requires lifting pocket
I011760	13	Replace Trim on Radio Pocket
I012691	11	Replace Velcro ( only ) On Hanging letter patch
17517	11	Replace Velcro ( only ) On Jacket of Hanging letter patch
I008457	22	Replace Velcro on DRD Flap
17511	35	Replace Velcro on DRD Flap and Jacket
I002590	44	Replace Velcro on Fly Closure
I004557	22	Replace Velcro on Fly Closure (HOOK ONLY)
I004556	22	Replace Velcro on Fly Closure (PLUSH ONLY) Loop
I004559	22	Replace Velcro on Jacket Storm Flap (HOOK ONLY)

I004558	22	Replace Velcro on Jacket Storm Flap (PLUSH ONLY) Loop
I004455	50	Replace Water Well (each sleeve)
I004447	66	Replace Water Well / Hand and Wrist Guards (each sleeve)
I001948	33	Replace Zipper In Coat Storm Flap
I006331	18	Replace Zipper In Pant
I011943	103	Replacement Lighthawk 4-cell Battery Pack
I004571	11	Restitch Arashield Knee (Each knee)
I013740	3	Restitch Mic Strap
I013640	7	Restitch Neoprene Binder ( binding ) at Neck of Jacket Liner ( Minor )
I002005	22	Restitch Seams Major Area or several seams
I003929	7	Restitch Seams Minor Area or a single seam
I004570	11	Restitch Suede Knee (Each knee)
I001972	0	Restitch Trim (Price to be determined)
I005226	11	Restitch Trim at Cuff per Leg
I005482	28	Restitch Trim Both Lower and Upper Bands per Sleeve
I004609	22	Restitch Trim Lower Band per Sleeve
I012451	14	Restitch Trim Lower Torso
I006318	17	Restitch Trim on expansion pocket
I006319	6	Restitch Trim on radio pocket

**EXHIBIT C**

**5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.**

The contract price is not to exceed \$15,000.00, and is broken down as follows by fiscal year:

Fiscal Year 2020	\$ 5,000.00
Fiscal Year 2021	\$ 5,000.00
Fiscal Year 2022	<u>\$ 5,000.00</u>
TOTAL	\$15,000.00

Partial payments are accepted. Invoices will be submitted to:

New Hampshire Department of Safety  
Division of Fire Standards & Training and Emergency Medical Services  
33 Hazen Drive  
Concord, NH 03305

# State of New Hampshire

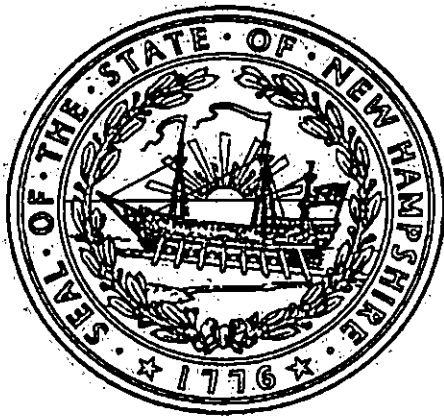
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BERGERON PROTECTIVE CLOTHING, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 23, 1999. 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: 333262

Certificate Number: 0004832396



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of March A.D. 2020.

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

William M. Gardner  
Secretary of State



**Certificate of Authority**

March, 12, 2020

NH Fire Academy  
Division of Fire Standards & Training and EMS  
33 Hazen Drive, Concord, NH 03305

I, Richard G. Hillsgrove, and Dawn M. Farnham hereby certify that we are members and Co-Owners of Bergeron Protective Clothing LLC.

We are both authorized to execute all documents by the LLC, and to enter into contracts or execute and deliver any instrument in the name of and on behalf of the LLC.

A handwritten signature in black ink that reads "Dawn M. Farnham".

Dawn M. Farnham  
Co-Owner  
Bergeron Protective Clothing, LLC  
1024 Suncook Valley Highway D5  
Epsom, NH 03234  
603-736-8500

A handwritten signature in black ink that reads "Richard G. Hillsgrove".

Richard G. Hillsgrove Member and  
Co-Owner  
Bergeron Protective Clothing, LLC  
1024 Suncook Valley Highway D5  
Epsom, NH 03234  
603-736-8500



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/09/2020

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

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

<b>PRODUCER</b> The Paige Agency 14 Leavitt Road Suite 2 P O Box 158 Pittsfield NH 03263	<b>CONTACT NAME:</b> Richele Glidden <b>PHONE (A/C, No, Ext):</b> (803) 435-6767 <b>E-MAIL ADDRESS:</b> rglidden@paigeinsurance.com	<b>FAX (A/C, No):</b> (803) 435-8372
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Bergeron Protective Clothing LLC 1024 Suncook Valley Hwy Unit D Unit 5D Epsom NH 03234	<b>INSURER A:</b> Ohio Security Insurance Company <b>NAIC #:</b> 24082	
	<b>INSURER B:</b> Ohio Casualty Insurance <b>NAIC #:</b> 24074	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2019-2020      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS58177810	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAO58177810	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58177810	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	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/A	XWO58177810	11/15/2019	11/15/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Sales of firefighting equipment.

### CERTIFICATE HOLDER

### CANCELLATION

Department of Safety, Div. of Fire Standards & Training & Emergency 33 Hazen Drive Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Janie R. Tuttle</i>
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