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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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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December 2, 2013

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to execute the first of two contract renewals with Tri State Fire Protection, LLC (#177644) of Nashua, New Hampshire for the purpose of Fire Alarm Testing, Inspection and Maintenance at various New Hampshire Army National Guard (NHARNG) facilities for the period of January 1, 2014 through January 31, 2015, in the amount of \$30,000.00. The original contract was approved by the Governor & Council on August 22, 2012, item #18. **34% General Funds/66% Federal Funds.**

Funds are available in following appropriation as follows, with the authority to adjust encumbrances in each State Fiscal year through the Department of Administrative Services, as needed and justified:

ADJUTANT GENERAL

	<u>SFY 14</u>	<u>SFY 15</u>
02-12-12-120010-22400000-500736		
50/50 Army Guard Facilities - Contracts for Op Services	\$10,000	\$10,000
02-12-12-120010-22450000-500736		
100 % Army Guard Facilities – Contracts for Op Services	<u>\$ 5,000</u>	<u>\$ 5,000</u>
Total	<u>\$15,000</u>	<u>\$15,000</u>

EXPLANATION

This is the first of two contract renewals to be exercised for the purpose of providing proper fire alarm inspections, testing and maintenance at various NHARNG facilities throughout the State of New Hampshire. Tri State Fire Protection has provided excellent service and we are pleased to execute the first renewal of this contract.

Funds to support the required security guard services are provided by the Federal Government and administered under an existing Federal-State Agreement. Under the Agreement, the State of New Hampshire - Adjutant General's Department, is required to provide these services and the Federal Government is required to reimburse the State for the costs related to the services at the rate of 100%. In the event that Federal Funds are not available for this contract, General Funds will not be used.

This contract has been approved for form, substance and execution by the New Hampshire Department of Justice.

Respectfully submitted,

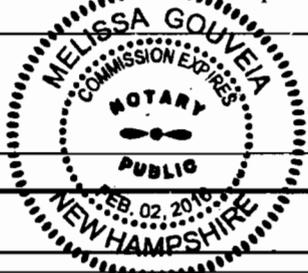
William N. Reddel, III
for William N. Reddel, III
Major General, NHNG
The Adjutant General

Subject: Fire Alarm System Inspections, Testing and Maintenance 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>The Adjutant General's Department</u>		1.2 State Agency Address <u>4 Pembroke Road, Concord, NH 03301</u>	
1.3 Contractor Name <u>Tri State Fire Protection, LLC</u>		1.4 Contractor Address <u>84 Lake Street, Nashua, NH 03060</u>	
1.5 Contractor Phone Number <u>603-293-7531</u>	1.6 Account Number <u></u>	1.7 Completion Date <u>1-31-15</u>	1.8 Price Limitation <u>\$30,000.00</u>
1.9 Contracting Officer for State Agency <u>Stephanie L. Milender</u>		1.10 State Agency Telephone Number <u>603-225-1360</u>	
1.11 Contractor Signature <u>[Signature]</u>		1.12 Name and Title of Contractor Signatory <u>John P. Theriault Executive Vice President</u>	
1.13 Acknowledgement: State of <u></u> , County of <u></u> On <u></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>[Signature]</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u></u>			
1.14 State Agency Signature <u>[Signature]</u>		1.15 Name and Title of State Agency Signatory <u>Stephanie L. Milender, Administrator</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>[Signature]</u> On: <u>12/17/13</u>			
1.18 Approval by the Governor and Executive Council 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, 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.

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

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 – SCOPE OF SERVICES

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

1. The vendor 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 T (CSMS) Storage Bay	--	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
Keene Armory	--	110 Hastings Ave., Keene NH 03431
Lancaster Armory	--	532 Main St., Lancaster NH 03584
Lebanon Armory	--	174 Heater Rd., Lebanon NH 03766
Littleton Armory and FMS	--	350 Meadow St., Littleton NH 03561
Manchester Armory	--	1059 Canal St., Manchester NH 03101
Milford Armory	--	154 Osgood Rd., Milford NH 03055
Nashua Armory	--	154 Daniel Webster Highway, Nashua NH 03060
Plymouth Armory	--	19 Armory Rd., Plymouth NH 03264
Portsmouth Armory	--	803 McGee Dr., Portsmouth NH 03801
Rochester Training Annex	--	106 Brock St., Rochester NH 03866
Somersworth Armory	--	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. 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. 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 that 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 Supervisor:

Mr. Paul Annis, PME IV

4 Pembroke Rd.

Concord NH, 03301

603-225-1357 (office)

603-496-2988 (cell)

**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 Testing and Monitoring

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$30,000.00. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Terms of Payment

The vendor will perform the semi-annual inspection and testing services on a semi-annual basis at an agreed upon schedule that is acceptable to both parties. The vendor will submit invoices for work completed to Mr. Paul Annis, Plant Maintenance Supervisor, at the address noted below.

In addition to the base contract price for semi-annual inspection, testing and services, the vendor shall submit invoices for repair work and emergency calls at the agreed upon rates (next page) after the needed work is performed and accepted. Pricing as follows on next page.

The vendor shall be reimbursed for any peripheral parts that require replacement and parts shall be invoiced at cost plus 20% over vendor's net cost. The vendor invoices shall contain all appropriate information detailing the list and net prices as appropriate and their respective discounts.

The vendor will not be reimbursed for mileage and travel time under this contract.

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

Method of Payment

Payment will be made within 30 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
State BA Office
4 Pembroke Road
Concord, NH 03301

EXHIBIT B - PRICING

Tri-State Fire					
Location	Bid price for Semi-Annual Inspection and Testing {FIXED COST}	Hourly rate for maint. services during normal business hours \$92.00/hr	Hourly rate for maint. services eve/weekends \$92.00/hr	Hourly rate for calls on holiday \$115.00	Hourly rate for calls on holiday \$115.00
Army Aviation Support Facility (AASF)	\$ 450.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Berlin Armory	\$ 450.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Concord State Military Reservation (including):					
Building I (JFHQ)	\$ 275.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Building A (USPFO)	\$ 275.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Building B/C (State Business Office)	\$ 275.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Building F (CFMO/State maintenance)	\$ 275.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Building G (CSMS Annex)	\$ 275.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Building H (CSMS)	\$ 275.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
BLDG T	\$ 225.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Building L (USPFO Warehouse)	\$ 225.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Building M (Concord Armory)	\$ 450.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Franklin Armory	\$ 450.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Hillsborough Armory	\$ 275.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Keene Armory	\$ 450.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Lancaster Armory	\$ 450.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Lebanon Armory	\$ 450.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Littleton Armory and FMS	\$ 625.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Manchester Armory	\$ 800.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Milford Armory	\$ 275.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Nashua Armory	\$ 450.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Plymouth Armory	\$ 450.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Portsmouth Armory	\$ 450.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Rochester Training Annex	\$ 275.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Somersworth Armory	\$ 275.00	\$ 92.00	\$ 92.00	\$ 92.00	\$ 115.00
Total Base Cost - Inspections	\$ 9,125.00				
\$9,125.00 per year/base amount					
\$20,875.00 for on-call service and repairs					
\$30,000.00 TOTAL					

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

EXHIBIT C - SPECIAL PROVISIONS

SUBJECT: FIRE ALARM INSPECTION, TESTING AND MAINTENANCE

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 vendor.

3. The vendor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the vendor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the vendor until defective work or damaged property caused by the vendor, 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 vendor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the vendor 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.

5. **ADD the following as Special Provisions:**

A. **NONDISCRIMINATION:** The vendor/vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to

discrimination in connection with the vendor/vendor's performance under this MCA, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the vendor/vendor covenants and agrees to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued there under;

b, Executive Order 11246 and Department of Labor regulations issued there under (41 CFR Part 60);

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued there under (32 CFR Part 56); and

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued there under (45 CFR Part 90).

E. DEBARMENT AND SUSPENSION: a. vendor/vendor shall not make any award or permit any award (sub-grant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

b. The Final Rule, Government wide Debarment and Suspension (No procurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the vendor/vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

F. HATCH ACT: The recipient agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

G. EQUAL EMPLOYMENT OPPORTUNITY: (*All construction contracts awarded in excess of \$10,000 by grantees and their vendors or sub grantees*). Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

H. COPELAND "ANTI-KICKBACK" ACT: The vendor/vendor covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §74) 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 or 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.

I. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The recipient agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 327-330) 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 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.

J. USE OF UNITED STATES FLAG CARRIERS: 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. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

K. NATIONAL HISTORIC PRESERVATION: (*Any construction, acquisition, modernization, or other activity that may impact a historic property.*) The recipient agree to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559). (36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

L. BUY AMERICAN ACT: The recipient agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). 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 on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

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 Federal 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:

HVAC (heating, ventilation & a/c)	Endangered species management
Ground vehicle maintenance & repair	AASF JP-8 use and storage
Vehicle travel (fleet) between work stations	

These five (5) significant aspects and their associated impacts will be closely monitored by the NHARNG. Objectives and associated target completion dates have been developed to reduce the environmental impacts from the two (2) shaded aspects. 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.

AASF JP-8 Use and Storage

The NHARNG is committed to reducing environmental impacts from fueling operations. If you perform on-site fueling activities at the AASF, you must be aware that this facility is covered by an Integrated Contingency Plan (ICP). Spills of fuel must be reported as indicated on the Spill Chart and Hazardous Waste Emergency Notification Form. Fueling activities may only be performed by personnel who have been trained according the functions performed. Personnel dispensing fuels are responsible for cleaning up any spills that occur during fueling activities.

HVAC (Heating, Ventilation, and A/C)

The NHARNG is committed to reducing its consumption of energy from HVAC. Reducing energy consumption from HVAC 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 HVAC Equipment will seek the most energy efficient technology within the scope of the contract.

Ground Vehicle Maintenance and Repair

The NHARNG is committed to reducing hazardous waste generation by ground vehicle maintenance and repair through pollution prevention and waste minimization. Hazardous wastes generated by your vehicle maintenance and repair activities must be disposed in accordance with contract provisions and regulatory requirements.

Endangered Species Management

The NHARNG is committed to preserving and restoring habitat and threatened and endangered species. The federally endangered Karner Blue Butterfly (KBB) is known to occur on the State Military Reservation, and habitation restoration areas are only for authorized uses. Signage is present on the SMR to identify the habitat restoration area. Use of this area is prohibited by contractors unless specifically included in your 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:

NHARNG Environmental Program Mgr.: Mr. Zachary Boyajian (603) 227-1439

NHARNG State Environmental Specialist: Ms. Eileen F. Chabot (603) 225-1211

Resources:

NHARNG Integrated Cultural Resources Management Plan (ICRMP) - Statewide
Integrated Contingency Plan (ICP) – Facility specific; established for the State Military
Reservation, Hillsboro Readiness Center (RC) / Field Maintenance Shop (FMS), Littleton
RC / FMS, Manchester RC / FMS, Army Aviation Support Facility (AASF)
NHARNG Hazardous Waste Management Plan (HWMP) SQG and FQG – Statewide

TRI STATE FIRE PROTECTION, LLC
DUNS: 781086801 CAGE Code: 4QGS8
Status: Active

84 LAKE ST
NASHUA, NH, 03060-4431 ,
UNITED STATES

Entity Overview

Entity Information

Name: TRI STATE FIRE PROTECTION, LLC
Business Type: Business or Organization
POC Name: Richard Baynes
Registration Status: Active
Expiration Date: 09/24/2014

Exclusions

Active Exclusion Records? No

SAM | System for Award Management 1.0

IBM v1.1278.20131018-1401

WWW2

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



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 formed on January 6, 2006. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has 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 5th day of December, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, JOHN THERIAULT, 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.

John P. Theriault
(Contract Signatory - Signature)

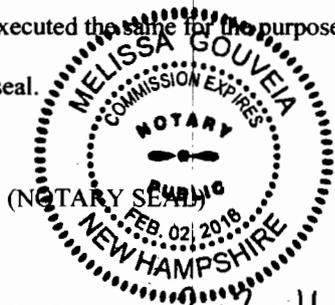
DECEMBER 4, 2013
(Date)

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 4th day of DECEMBER 20 13, before me MELISSA GOUVEIA,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared John P. 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.



Melissa Gouveia
(Notary Public / Justice of the Peace -Signature)

Commission Expires: 2-2-16



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2013

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 THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Jennifer Porter PHONE (A/C No. Ext): (603)224-2562 E-MAIL ADDRESS: jporter@rowleyagency.com	FAX (A/C No.): (603)224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Tri State Fire Protection, LLC 84 Lake St Nashua NH 03060	INSURER A: Admiral Insurance Co. NAIC # 24859	
	INSURER B: Cincinnati Ins	
	INSURER C: Aspen Specialty Ins Co	
	INSURER D: AIM-NH Employers Ins Co	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 13/14 TSP ALL **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. INSUR. INSR. NO./CD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deduct: \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		CA000008386-07 includes professional liab, \$1,000,000 AGG	1/23/2013	1/23/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EBA0176722	1/23/2013	1/23/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
C	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		CKAC66W13	1/23/2013	1/23/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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	012313WC Sect 3A states: NH, MA, RI, ME	1/23/2013	1/23/2014	<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
B	Leased/Rented Equip		Binder	1/23/2013	1/23/2014	Limit \$50,000 Deductible: \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 With respect to the operations performed by the named insured during the policy period. *except 10 days for nonpayment of premium.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Department of Administrative Services
 Attn: Tammy Nelson or designee
 25 Capitol Street
 Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jennifer Porter/JLP



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

G & C	8-22-12
Item #	18

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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

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

July 30, 2012

His Excellency Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into a contract with the Tri State Fire Protection, LLC (#177644) 84 Lake Street, Nashua, New Hampshire 03060, for Fire Alarm Testing, Inspection and Maintenance at various New Hampshire Army National Guard (NHARNG) facilities throughout New Hampshire for the period of Governor and Council approval through December 31, 2013.

Funds are available in the following appropriation with the authority to adjust encumbrances, if needed and justified, through Budget Office, Department of Administrative Services:

02-12-12-120030-0477 ADJUTANT GENERAL – Armory Alarm Fire Systems

030-01200-04770000-034-500155 Health, Safety Project	\$39,125.00
Total	<u>\$39,125.00</u>

EXPLANATION

This proposed contract is to perform fire alarm inspections, testing and maintenance at various NHARNG facilities located throughout the State of New Hampshire. The vendor, Tri State Fire Protection, LLC was identified through a competitive bidding process which started with a solicitation in the Union Leader newspaper. Four (4) proposals were subsequently received and the vendor was chosen based on a rating of professional knowledge, skills and experience. Tri State also submitted the lowest cost proposal of all four (4) bids received.

The Federal Funds to pay for this Contract are provided to the 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 cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. In the event that federal funds are not available, general funds will not be requested to support this program.

The Contract has been approved for form, substance and execution by the Attorney General's Office.

Respectfully Submitted,



William N. Reddel, III
Major General, NH National Guard
The Adjutant General



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT
BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652



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

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

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

May 24, 2012

Dear Sir or Madam:

SUBJECT: Invitation to Bid - Fire Alarm Inspection, Testing and Maintenance Services for the Adjutant General's Department at various armory locations throughout New Hampshire.

You are invited to submit a written proposal to perform fire alarm inspection, testing and maintenance at armories located throughout the state. The services are to be provided for the period of Governor and Council approval through December 31, 2013, with the option for two (2) one-year contract extension periods upon satisfaction of the State and mutual consent of both parties.

Vendors are cautioned to strictly adhere to the instructions contained in this letter and the enclosed materials, as failure to do so could lead to disqualification and rejection of bids.

Vendors shall submit three (3) original bid packages with the actual bid forms (no substitute forms) and return with all required "return documents" in a sealed envelope to the following address:

The Adjutant General's Department
Helen Champa
State Business Office, Building C
4 Pembroke Road
Concord NH 03301

Bid submissions shall be clearly marked as:
"SEALED BID - FIRE ALARM INSPECTION, TESTING
AND MAINTENANCE"

Bids may be either hand-carried or mailed to the above address, however hand delivery, in person is preferred.

Vendors are required to read and have an understanding of these documents. Questions on these forms should be directed in writing to:

The Adjutant General's Department
Mr. Paul Annis, Plant Maintenance Engineer
4 Pembroke Road
Concord NH, 03301

Email: Paul.d.annis@us.army.mil

Sealed bids will be accepted until the bid-opening, which will be held at 10:00am on Thursday, June 21, 2012 at the Concord address noted above. Bid amounts will not be read at this time, only the vendor names who submit a bid.

The contract agreement will be awarded, as soon as possible, based on rating qualifications and not necessarily the lowest bidder. The Contracting Officer reserves the right to reject any and all bids, to waive technicalities, or to advertise for new bids if, in her judgment, the best interests of the State will be served, thereby.

More than one vendor may be selected to perform these services.

Sincerely,

Stephanie L. Milender
Administrator