



# State of New Hampshire

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DEPARTMENT OF ADMINISTRATIVE SERVICES  
25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

January 12, 2022

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

### REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Plant and Property, to **retroactively** amend a contract with Impact Fire Services, (VC #299934) Hudson, NH 03051 by extending the contract completion date by four (4) months to April 30, 2022 from December 31, 2021, upon approval of the Governor and Executive Council. No additional funding is involved in this amendment request. The original agreement was approved by Governor and Executive Council on November 10, 2021, Item #61. 100% Revolving Funds.

### EXPLANATION

The Department of Administrative Services, Division of Plant and Property is requesting **retroactive** approval of this amendment to the original agreement in order to provide Impact Fire Services with additional time to complete the agreed upon scope of work. The time extension is requested because of we have been advised that due to Covid-19, there has been a delay in receiving both parts and materials required for completion of the installation.

We respectfully request your approval.

Respectfully Submitted,

Charles M. Arlinghaus  
Commissioner

First Contract Amendment  
Supply and Installation of New Non-Proprietary Addressable Fire Alarm Panel

It is hereby agreed that the contract approved by NH Governor and Council on November 10, 2021, between Impact Fire Services, LLC as "Contractor" and the Department of Administrative Services as "State", for the supply and installation of a new non-proprietary, addressable fire alarm panel, is amended as follows:

1. Delete in its entirety section 1.7 Completion Date and substitute therefore the following:

1.8. Completion Date April 30, 2022

3. Delete in its entirety Exhibit B, Paragraph 3 and substitute therefore the following:

This Contract shall commence on October 1, 2021 upon the approval of Governor and Executive Council and shall terminate on April 30, 2022, a period of approximately seven (7) months, unless extended for additional terms.

The Contract may be extended for an additional one (1) one-month term thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed eight (8) months.

All other provisions of that certain service agreement, approved by Governor and Council on November 10, 2021, shall remain in full force and effect.

IMPACT FIRE SERVICES, LLC

BY: [Signature]  
John P. Theriault  
(Print Name)  
Title: NE Regional Manager  
Date: 1/12/2022

STATE OF NEW HAMPSHIRE

BY: [Signature]  
Charles Arlinghaus  
(Print Name)  
Title: Commissioner  
Date: 1-13-22

NOTARY PUBLIC JUSTICE OF THE PEACE

On the 12 day of January 2022, there appeared before me, in the State and county foresaid a person who satisfactorily identified himself as John P. Theriault, and acknowledged that he executed this document indicated above.

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

[Signature]  
Notary Public Justice of the Peace  
My Commission Expires:

MURIEL R. MOTARD, Notary Public  
My Commission Expires July 31, 2024

OFFICE OF THE ATTORNEY GENERAL

BY: [Signature]  
Tamara Rakunatova  
(Print Name)  
Title: Attorney  
Date: 1/10/2022

The foregoing contract amendment was approved by Governor and Council of New Hampshire on:

Signed: \_\_\_\_\_  
(Print Name)  
Title: \_\_\_\_\_

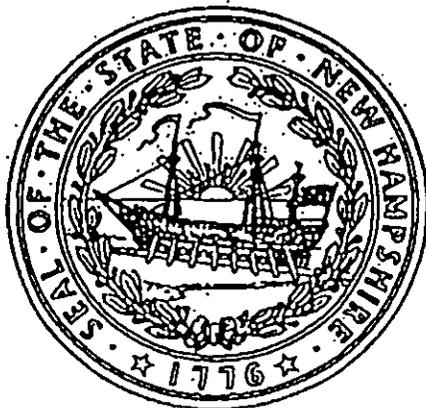
State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IMPACT FIRE SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 03, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 808148

Certificate Number: 0005427432



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of August A.D. 2021.

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

William M. Gardner  
Secretary of State

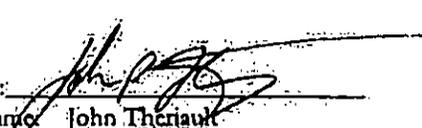
## Certificate of Authority

The undersigned Impact Fire Services, LLC ("Impact") does hereby certify, as of the date set forth below, that:

John Theriault is the Northeast Regional Manager of Impact and its affiliates, and has the requisite authority to obtain, negotiate, and execute customer bids and contracts with value of up to \$75,000 for and on behalf of Impact and its affiliates in Connecticut, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, and Vermont. All bids and contracts with value greater than \$75,000 require approval of George Brown, Chief Operating Officer.

This Certificate is executed as of this 12 day of January 2022 and terminates on December 31, 2022.

**IMPACT FIRE SERVICES, LLC**

By:   
Name: John Theriault  
Title: Northeast Regional Manager

By:   
Name: Michael Lloyd  
Title: Chief Executive Officer



IMPAFAC-01

VINASC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/12/2021

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> Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	<b>CONTACT NAME:</b> PHONE (A/C, No., Ext): (800) 243-6899		FAX (A/C, No.): (407) 788-7933
	<b>ADDRESS:</b>		
<b>INSURED</b>  Impact Fire Services, LLC 28 Hampshire Dr Hudson, NH 03051	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Clear Blue Specialty Insurance Company		37745
	INSURER B: American Alternative Insurance Corp		19720
	INSURER C: Praetorian Insurance Company		37257
	INSURER D: Starr Indemnity & Liability Company		38318
	INSURER E: Indian Harbor Insurance Company		36940
INSURER F:			

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL ISUR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab as <input checked="" type="checkbox"/> Incl In General Liab  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC  OTHER:		WCSEGL000034602	2/14/2021	2/14/2022	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 - COMP/OP AGG \$ 2,000,000 XCU Included \$ COMBINED SINGLE LIMIT (E & P) \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ORA2CA000005101	2/14/2021	2/14/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DEF      RETENTION \$		WCSECEL000034702	2/14/2021	2/14/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	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	QWC4001853	2/14/2021	2/14/2022	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability		1000586858211	2/14/2021	2/14/2022	Limit/Aggregate \$ 7,000,000
E	Profession/Pollution		PEC005806301	2/14/2021	2/14/2022	Limit/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  State of New Hampshire 25 Capitol St. Room 102 Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  - A221073



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

lel  
mxc

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

September 8, 2021

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

### REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Plant and Property, to enter into a contract with Impact Fire Services, (VC #299934) Hudson, NH 03051 for the supply and installation of a new non-proprietary, addressable fire alarm panel, for an amount not to exceed \$41,728.25. The term of the contract shall begin upon approval of the Governor and Executive Council through December 31, 2021. 100% Revolving Funds.

Funding is available in account, DAS Maintenance Fund as follows:

	<u>FY2022</u>
01-14-14-141510-70490000-048-500226 - Contractual Maint Build-Grn	\$41,728.25

### EXPLANATION

The Department of Administrative Services, Division of Plant and Property is responsible for the maintenance of over 90 state owned buildings. Given the fact that equipment becomes old and outdated, there is often a need to replace the ones that are not in good working order to ensure a safe work environment. The current equipment is having regular failures. This contract would provide all equipment sourcing, labor, tools, transportation, materials and permits as necessary to provide the required level of services on an as needed basis.

Impact Fire Services was selected because they are our current fire alarm service provider and are able to do the work for less money. Using our current contractor will ensure that programming is done in the same manner as our existing system and our alarms in other buildings. A waiver was granted by the Division of Public Works regarding the competitive bidding process because time is of the essence, as the unit is part of the buildings life/safety system.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
September 8, 2021  
Page 2 of 2

Due to the satisfactory nature of the business relationship to date, the Department of Administrative Services requests the approval of this contract.

Respectfully Submitted,



Charles M. Arlinghaus  
Commissioner

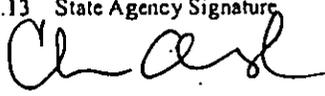
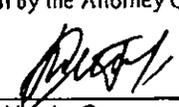
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name Impact Fire Services, LLC		1.4 Contractor Address 25 Hampshire Drive Hudson NH 03051	
1.5 Contractor Phone Number 603-293-7531	1.6 Account Number 70490000-048-500226	1.7 Completion Date December 31, 2021	1.8 Price Limitation \$41,728.25
1.9 Contracting Officer for State Agency Ronald White		1.10 State Agency Telephone Number (603) 271-6877 or (603) 271-6899 (c)	
1.11 Contractor Signature  Date: 8/23/21		1.12 Name and Title of Contractor Signatory Brian Moores Operations MGR	
1.13 State Agency Signature  Date: 9/8/21		1.14 Name and Title of State Agency Signatory Charles Arlinghaus, Commissioner	
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: 10/25/21			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
Date 8/23/21

**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 special provisions of this contract.

Contractor Initials

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Date

8/23/21

**EXHIBIT B**  
**SCOPE OF SERVICES**

**1. INTRODUCTION**

Impact Fire Services, (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with replacement and installation of a new fire alarm panel.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Payment Terms

**3. TERM OF CONTRACT**

This Contract shall commence on October 1, 2021 upon the approval of Governor and Executive Council and shall terminate on December 31, 2021, a period of approximately three (3) months, unless extended for additional terms.

The Contract may be extended for an additional one (1) one-month term thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed two (2) months.

**4. SCOPE OF WORK**

This contract is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The Contractor shall work on an on-call basis. The types of services that may be requested under fire alarm panel installation and servicing shall include the following:

1. Procure permit with the AHJ
2. Supply and install a new non-proprietary, addressable fire alarm panel in the Basement rear entry vestibule (Note - customer to relocate the thermostat currently located on the wall where the new fire alarm panel will be installed)

Contractor Initials

Date

*RM*  
8/23/21

3. Supply and install a new AES radio box (programmed by Concord FD) in the basement vestibule that will replace the existing master box
4. Connect the existing Honeywell power booster to the new fire alarm panel. This is equipment is compatible with the new panel being proposed and will not have to be replaced
5. Supply and install necessary wire, & back boxes for 13 new pull stations, 10 new smoke detectors, 3 new heat detectors, 1 new CO detector, 7 monitor modules, 3 relay modules, and 2 control modules
6. Supply and install necessary wire, & back boxes for 31 new ceiling mount horn/strobes, 52 new wall mount horn/strobes, 12 new ceiling mount strobes, and 5 new wall mount strobes
7. Program all new addressable devices into the new fire alarm panel
8. Perform a 100% functional test to verify all new equipment is working properly.
9. Perform a final acceptance test with the AHJ
10. Provide 2 year warranty on the new fire alarm panel
11. Provide a 1 year warranty on all new field devices and installation labor
12. Remove all current Simplex equipment from the existing panel location
13. Remove exterior zoned annunciator from the rear basement entrance as it will no longer be required
14. Remove all old, conventional smoke detectors
15. Remove all old, conventional heat detectors
16. Remove all old, conventional manual pull stations
17. Remove all old incandescent horn strobe devices

If at any time during the performance of the work required by the Contract, the Contractor finds, or has reason to suspect, the presence of asbestos, lead paint, or other hazardous materials in the work area, Contractor shall immediately notify the State representative in writing setting forth the observation, suspicions and requesting instructions. At the same time, the Contractor shall withdraw all personnel from the potentially contaminated area.

All services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the

Contractor Initials

Date

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8/23/24

Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from work such employees as deemed incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

#### 5. TERMINATION

The State of New Hampshire has the right to terminate the Contract at any time by giving the Contractor thirty (30) days advance written notice:

#### 6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide services strictly pursuant to, and in conformity with, the specifications, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of New Hampshire harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

#### 7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Contractor Initials BM  
Date 8/23/21

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certification of insurance amounts must be met and maintained through the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a ten (10) day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of the work.

Contractor Initials RM  
Date 8/25/21

EXHIBIT C  
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide fire alarm panel installation and servicing in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$41,728.25; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Description - Parts, services, labor, and fees	Quantity	Unit Price \$	Total \$
Fixed price per quote - alarm materials	1	12,248.25	12,248.25
Fixed price per quote - alarm labor	1	29,280.00	29,280.00
Alarm Permits	1	200.00	200.00
<b>GRAND TOTAL</b>			<b>\$41,728.25</b>

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of the work.

Contractors shall be paid within thirty (30) days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

4. PAYMENT

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials RM  
Date 8/23/21

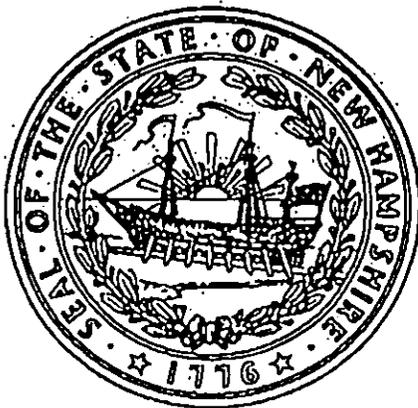
State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IMPACT FIRE SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 03, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 808148

Certificate Number: 0005427432



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 27th day of August A.D. 2021.

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

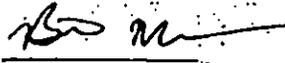
William M. Gardner  
Secretary of State



Certificate of Authority

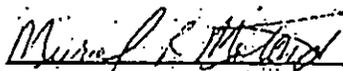
The undersigned, Impact Fire Services, LLC ("Impact") does hereby certify, as of the date set forth below, that John Theriault is the Northeast Regional Manager of Impact and its affiliates, and has the requisite authority to obtain, negotiate, and execute customer bids and contracts with value of up to \$75,000 for and on behalf of Impact and its affiliates in Connecticut, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, and Vermont. This Certificate is executed as of this 23 day of August 2021 and terminates on December 31, 2021.

IMPACT FIRE SERVICES, LLC

By: 

Name: Brian Moores, Senior Operations Manager

Notary: Muriel Motard



MURIEL R. MOTARD, Notary Public  
My Commission Expires July 31, 2024

IMPAFAC-01

VINASC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/12/2021

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> Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): (800) 243-6899	FAX (A/C No): (407) 788-7933
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Impact Fire Services, LLC 28 Hampshire Dr Hudson, NH 03051	<b>INSURER A:</b> Clear Blue Specialty Insurance Company	37745
	<b>INSURER B:</b> American Alternative Insurance Corp	19720
	<b>INSURER C:</b> Praetorian Insurance Company	37257
	<b>INSURER D:</b> Starr Indemnity & Liability Company	38318
	<b>INSURER E:</b> Indian Harbor Insurance Company	36940
	<b>INSURER F:</b>	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR RISK	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab as <input checked="" type="checkbox"/> Incl In General Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		WCSECG000034602	2/14/2021	2/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 300,000 MED EXP (Per person per year) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 XCU Included \$ COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		JRA2CA000005101	2/14/2021	2/14/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF RETENTION \$		WCSECEL000034702	2/14/2021	2/14/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	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	QWC4001853	2/14/2021	2/14/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER FL EACH ACCIDENT \$ 1,000,000 FL DISEASE - FA EMPLOYEE \$ 1,000,000 FL DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability		1000586858211	2/14/2021	2/14/2022	Limit/Aggregate \$ 7,000,000
E	Profession/Pollution		PEC005006301	2/14/2021	2/14/2022	Limit/Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  State of New Hampshire 25 Capitol St. Room 102 Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  A221073

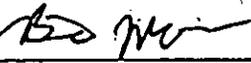
Certificate of Authority

The undersigned Impact Fire Services, LLC ("Impact") does hereby certify, as of the date set forth below, that:

Brian Moore is the Northeast Senior Operations Manager of Impact and its affiliates, and has the requisite authority to obtain, negotiate, and execute customer bids and contracts with value of up to \$75,000 for and on behalf of Impact and its affiliates in Connecticut, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, and Vermont. All bids and contracts with value greater than \$75,000 require approval of George Brown, Chief Operating Officer.

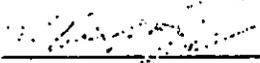
This Certificate is executed as of this 23 day of August 2021 and terminates on December 31, 2021.

IMPACT FIRE SERVICES, LLC

By: 

Name: Brian Moore

Title: Northeast Senior Operations Manager

By: 

Name: Michael Lloyd

Title: Chief Executive Officer



  
MURIEL R. MOTARD, Notary Public  
My Commission Expires July 31, 2024