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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

January 25, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive Sole Source** contract with Impact Fire Services, LLC, (VC# 299934) Hudson, NH, for a total price not to exceed $131,694.00 for the upgrading of the building fire alarm system. The term of the contract shall begin on January 3, 2023, and end on June 30, 2023, effective upon Governor and Council approval. **100% Capital Funds.**

Funding is available in account, Administrative Services Department, as follows:

01-14-14-146530-92880000 - Fire Panel Installation

	FY 2023
034-500162 – Repairs/Renovations Buildings	$131,694.00

EXPLANATION

In accordance with RSA 21-I:12, II B, the Department of Administrative Services, Division of Plant and Property Management is responsible to "provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law." The Division of Plant and Property Management maintains 91 state owned buildings located throughout the state.

As background, the fire alarm system at the Rockingham County Courthouse, the largest courthouse in the State's portfolio at 100,000 SF, has had chronic and critical issues resulting in numerous fire alarm activations and disruption of operations at the Courthouse. Due to the age of the current system, original to the building constructed in 1996, the statewide fire alarm contractor is unable to obtain parts to repair the existing fire alarm system. There is an ongoing concern that the fire alarm contractor will not be able to reset the fire alarm system if it is activated again which would require the State to provide a 24-hour manned fire watch until the fire alarm system is put back in service or replaced.

Although the Rockingham County Courthouse was included in a FY 22/23 Capital Project to replace 11 courthouse fire alarm panels/systems (Project #81248), the dire condition at Rockingham County Courthouse requires immediate action vs. including it as part of the larger DPW project.

At present, Impact Fire Services, LLC, has a statewide contract to provide repair and maintenance services for the current fire alarm system and we are requesting **sole source** to facilitate the timely replacement of the fire alarm system and a smooth transition should problems arise during the replacement of the existing fire panel and associated devices.

This request is **retroactive** because time is of the essence and we needed to order the new fire alarm panel and associated devices urgently so that our contractor may begin to install the new fire alarm system as soon as the new fire panel and devices are received. The estimated time for this is four weeks.

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

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Court Facilities	1.2 State Agency Address 25 Capitol Street, Room 115 Concord, NH 03301
1.3 Contractor Name Impact Fire Services, LLC	1.4 Contractor Address 26 Hampshire Drive, Hudson, NH 03051
1.5 Contractor Phone (603) 293-7531 1.5 Account Number 01-014-014-146530-92880000-034-500162	1.7 Completion Date June 30, 2023 1.8 Price Limitation $131,694.00
1.9 Contracting Officer for State Agency Brian G. Young	1.10 State Agency Telephone Number (603) 892-4519 or (603) 271-7977
1.11 Contractor Signature Date: 1/10/23	1.12 Name and Title of Contractor Signatory Brian Moores, Operations Manager
1.13 State Agency Signature Final Date: 1/25/23	1.14 Name and Title of State Agency Signatory Charles M. 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: Takhmina Rakhmatova On: 1/25/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:	

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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.

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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

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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.

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EXHIBIT "A"

SPECIAL PROVISIONS

1. **No Special Provisions.**

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Date 1/10/23

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall "furnish, install and program a new nonproprietary addressable fire alarm system" at the Rockingham County Courthouse, 10 Route 125, Brentwood, NH.

2. The term of this contract shall be from January 3, 2023, through June 30, 2023.

3. The term "furnish, install and program a new nonproprietary addressable fire alarm system", as used above shall include all supervision, materials, supplies, equipment, labor, and transportation necessary for the successful completion of the work under the terms and conditions contained herein.

4. The Contractor shall furnish, install, and program the new nonproprietary addressable fire alarm system as described herein, and on the plans attached by reference. The fire alarm panel shall be a "Silent Knight Panel," by Honeywell *(Fire Panel and voice evac Panel)* or equivalent as approved by the State. The Scope of Work is as follows:

a. Mark all power, addressable loop, and NAC wiring in the obsolete fire panel(s) to prep them for removal.
b. Remove the existing fire alarm panel(s) voice evacuation and remote panels.
c. Supply, install, and program a new, non-proprietary, addressable fire alarm panel with onboard digital communicator.
d. Supply and install new surge suppressors for the main panel power and the underground wiring between the main building and the fire pump house.
e. Supply and install a new audio evacuation panel including remote panel in the lower-level security control center.
f. Reconnect all power, addressable loop, and NAC wiring in the new panels.
g. Connect LED drive modules to operate the existing graphic zoned annunciator.
h. Remove and replace 18 existing smoke detectors with new addressable units and provide 2-wire terminal blocks and covers on 147 unneeded locations.
i. Remove and replace 30 manual pull stations with new addressable units.
j. Remove and replace 3 existing heat detectors with new addressable units and provide 2-wire terminal blocks and covers on 205 unneeded locations.
k. Remove and replace 20 existing duct detectors with new addressable units along with relays, test switches and sample tubes.
l. Rewire existing duct detector test switches from 2 to 4 wire as required.
m. Remove and replace 34 existing relay modules for HVAC shutdown, elevator recall, fan control etc.
n. Remove and replace 20 single and 1 dual monitor module for the building sprinkler system and fire pump house.
o. Remove and replace 103 speaker strobe units with new multi-candela devices compatible with the new fire alarm system.
p. Remove and replace 42 multi-candela strobe only devices with devices compatible with the new system.
q. Locate and change all end of line resistors.
r. Provide miscellaneous electrical supplies as required.
s. Test the entire new fire alarm system including interlocks to HVAC, elevator, fire suppression system and fire pumps.

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t. Provide labor for State Fire Marshal/local fire department test of the entire fire alarm system.
u. Provide 1 year warranty (parts and labor) for the new fire alarm system.
v. Provide 1 year warranty on the new field devices and installation labor.

5. The Contractor shall complete the removal and installation of the fire alarm system in a phased approach while always maintaining a working fire alarm system.

6. The Contractor shall complete the installation of the new fire alarm system on or before April 30, 2023.

7. All work performed shall be scheduled by the State Project Manager from the Department of Administrative Services.

8. All work shall be completed from 7:00 AM to 4:00 PM unless prior arrangements are made in advance with the State Project Manager with the exception of 48 hours of work to be performed after hours.

9. The Contractor shall conduct their work to interfere as little as possible with State business. They shall at their own expense, wherever necessary or required, furnish safety devices, and take such other precautions as may be necessary to protect life and property.

10. The Contractor agrees that any damage or injury to building, material and equipment or to the other property caused by the Contractor during the performance of these services shall be repaired at their own expense except replacing or patching ceiling tiles, sheetrock or performing any painting.

11. The Contractor shall notify the State Project Manager of any maintenance related issues that are discovered while performing the work.

12. The Contractor shall obtain all permits, schedule inspections and be on site during inspections.

13. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

14. The Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with the work. The Contractor shall provide the necessary equipment and comply with all City, State and or Federal safety regulations.

15. The Contactor shall also be aware of laws and regulations relating to hazardous materials that may be encountered during construction operations. The health and safety of employees, the general public, and the potential of damage to the overall environment is possible if hazardous materials are not recognized, reported, and the appropriate action taken to dispose of, remove from the site, or otherwise contain the possible contaminants.

16. If any abnormal condition is encountered or exposed that indicates the presence of a hazardous material or toxic waste, construction operations shall be immediately suspended in the project area and the State Project Manager notified. No further work shall be conducted

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in the area of the contaminated material until the site has been investigated and the State has given approval to continue the work in the area. The Contractor shall fully cooperate with the State and perform any remedial work as directed.

17. Prior to the start of any work on site, the Contractor is required to provide criminal records from the Department of Safety, Division of State Police Criminal Records section for all their employees, all subcontractor employees and other related personnel who will be physically required to work at the Rockingham County Courthouse. Anyone with a criminal history, other that traffic violations that have not been annulled will not be allowed to work at the project site. The Contractor shall be required to restrict entrance of their personnel into the Courthouse house and allow entrance only to authorized personnel with proper identification.

18. The Contractor shall provide adequate supervision of their employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.

19. The Contractor shall provide methods, means, and facilities to minimize noise produced by construction operations.

20. The Contractor shall ensure that all materials shall be of the best quality, all work is completed in a professional manner, and all aspects of the project are delivered in good working order, complete and perfect in every respect. All materials and equipment shall be new unless otherwise specified and shall be good quality free from faults and defects.

21. The Contractor shall further ensure that all dirt and debris resulting from the work under any resulting contract shall be disposed of at the end of each day or at the completion of work. The Contractor shall properly dispose of any materials removed or replaced. In addition, any areas disturbed shall be restored to their original condition.

22. The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work. All aspects of the project shall be subject to the inspection and approval of the State. The Contractor guarantees to repair, replace, re-execute, or otherwise correct any defect in workmanship, materials, of the like that fails to conform to the requirements of the State, or that appear during the progress of the work or within one year of final acceptance by the State. The Contractor shall supply the State with all warranty information whether it be expressed or implied.

23. The Contractor shall perform all the work and furnish all the materials, tools, equipment, and safety devices necessary to perform in the manner and within the time hereinafter specified. The Contractor shall complete the entire work to the satisfaction of the State and in accordance with the Specifications herein mentioned, at the price herein agreed upon and fixed, therefore. All the work, labor furnished under this contract, shall be done, and furnished strictly pursuant to, and in conformity with the specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract.

24. The Contractor shall adequately secure and protect their own tools, equipment, materials, and supplies. The State assumes no liability for any damage, theft, or negligent injury to the Contractor's property or to the property of their employees, agents or approved sub-contractors.

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25. Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the State on account of the amount or character of the work, or because of the nature of the area in or on which the work is done differed from what was estimated or expected, or account of the weather, elements, or other causes.

26. The Contractor shall be responsible to the State for the acts and omissions of their employees, subcontractors and their agents and employees and other persons performing any of the work under a contract.

27. All work shall be done in such a manner as not to interfere with the State's operating functions. The Contractor and their employees shall familiarize themselves and comply with all rules and regulations applicable to each project.

28. 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 the work such employees as deems 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.

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

30. 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.

31. The State will:

a) Provide the Contractor with all pertinent information regarding the requirements for this contract within two (2) working days of receiving a request for information from the Contractor.
b) Examine any documents submitted by the Contractor and rendering decisions pertaining thereto promptly to avoid delay in the progress of the Contractor's work.

32. All Contractor correspondence and submittals shall be sent to:

Brian Young
State of New Hampshire
Department of Administrative Services
25 Capitol Street, Room 115
Concord, NH 03301

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EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to "furnish, install and program a new nonproprietary addressable fire alarm system" at the fixed rates listed below for a not to exceed total of **$131,694.00** for the period commencing on January 3, 2023, through June 30, 2023 (herein after referred to as the contract price) in return for the services described in Exhibit "B".

2. The Contractor shall be paid a total of **$131,694.00** as follows:

Description	Amount
Fire Alarm Equipment and Materials	$56,822.00
Fire Alarm System Labor	$74,672.00
Alarm Permits	$200.00
Total	**$131,694.00**

3. The total cost of $131,694.00 as listed above assumes and includes the following:

   That the Contractor will be using existing wire and device locations. If new wire or device required relocation, there will be an additional cost for labor and materials subject to prior approval by the State. In no event shall the total cost exceed $131,694.00. Any increase to the contract total will require a contract amendment subject to approval of the New Hampshire Governor and Council.

4. A partial payment of $43,898.00 or 1/3 of the contract shall be made upon receipt of equipment delivery and an invoice reflecting the specific amount stated above. The balance of the contract shall be paid in full within thirty (30) days after receipt of final invoice and acceptance to the State's satisfaction. Payment will be made via ACH unless otherwise specified by the State.

5. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time.

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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 : **0006084627**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **17th** day of **January** A.D. **2023.**

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Brian Moores, 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 Impact Fire Services 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 Impact Fire Services 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.

Brian Moores
(Contract Signatory - Signature)

1/10/23
(Date)

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 10 (Day) day of January (Month) 2023 (Yr), before me Muriel R Motard (Name of Notary Public / Justice of the Peace) the undersigned officer, personally appeared Brian Moores (Contract Signatory – Print Name), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)

Muriel R Motard
(Notary Public / Justice of the Peace -Signature)

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

IMPAFAC-01 VINASC

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/30/2022

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).

PRODUCER
Insurance Office of America
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME:
PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Zurich American Insurance Company of Illinois	27855
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Impact Fire Services, LLC
26 Hampshire Dr
Hudson, NH 03051

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab as X Incl in General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			ECP203689411	2/14/2022	2/14/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							XCU Included	$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP084550300	2/14/2022	2/14/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			FFX203689511	2/14/2022	2/14/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC084550200	2/14/2022	2/14/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of NH, Admin Services
Bureau of Purchase and Property
25 Capitol St.,
Room 102
Concord, NH 03301

CANCELLATION

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

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