State of New Hampshire

POLICE STANDARDS & TRAINING COUNCIL
Arthur D. Kehas
Law Enforcement Training Facility & Campus
17 Institute Drive, Concord, N.H. 03301-7413
603-271-2133 – Fax: 603-271-1785
TDD Access: Relay NH 1-800-735-2964

Sheriff Christopher D. Connelly
Chairman

John V. Scippa
Director

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May 22, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Police Standards and Training Council (NHPSTC) to enter into a contract with Pro Technologies – Safety Security & Comfort, LLC – Hooksett, NH (Vendor Code 165682) in the amount of $103,769.23 to install a security alarm system and door access control system, effective upon Governor and Council approval through June 30, 2025. **100% General Fund.**

Funding is available in account Administration and Standards as follows:

	FY2024
06-87-87-870510-89800000-048-500226	$103,769.23

EXPLANATION

NHPSTC is in need of a new security alarm system and door access control system. The current system is only partially functional and is not able to be updated or programmed due to the age of the technology in the system. NHPSTC released an RFP on April 18, 2024, which was posted on the Department of Administrative Services website and emailed to known state vendors. A mandatory vendor conference was held on April 29, 2024, with three vendors participating in the conference. Proposals were due on May 17, 2024, and two proposals were received by NHPSTC. Pro Technologies – Safety Security & Comfort, LLC and Johnson Controls were the bidders. An evaluation committee met to open and evaluate the proposals. Pro Technologies – Safety Security & Comfort, LLC scored the highest and was selected.

We respectfully request that you approve this service contract.

Respectfully,

John V. Scippa
Director

Bid Specification

- This specification calls for the supply, installation, and commissioning of a complete, security system, and equipment in the NH Police Standards & Training Facility in Concord, New Hampshire. The security systems shall consist of:
    - Building Intrusion Alarm System
    - Door Access Control System
- Said systems shall be in line with the technical and performance criteria set out in this specification document.
- The systems are to be supplied with all equipment, hardware, software, cabling, and ancillary services as required to provide systems completed and functional in all respects. The Vendors are to familiarize themselves with all matters related to such requirement and to account for such in the bid price.
- It is the responsibility of the Vendor to obtain clarification of all matters in which doubt exists as to the exact intent of this specification document or in which a conflict appears to have arisen. Such information must be obtained before the closing and lodging of bids.
- The response shall clearly detail all pricing for components, cabling, installation, engineering, training, commissioning, setting to work, and twelve (12) months comprehensive warranty.
- All equipment, systems, and materials furnished and installed shall be installed in accordance with the applicable standards in New Hampshire of:
    - National Codes: NEC, ICC, and NFPA
    - Approvals and Listings: Underwriters' Laboratories ("UL")
    - New Hampshire Department of Labor Industry
    - EIA/TIA Telecommunications wiring standards
    - Local Authorities Having Jurisdiction
- The Selected Vendor shall be responsible for maintenance and repair of the systems during the warranty period, free of charge (parts and labor), including the repair of workmanship defects.
- The installer shall correct any system defect within forty-eight (48) hours of receipt of call from Owner.
- The Selected Vendor shall apply a stamp, signed or installed certifying that review, approval, verification of products, provided, and coordination of information is in accordance with the requirements.
- Identify variations from bid documents and product or system limitations, which may be detrimental to successful performance, and functioning of system.
- Submit drawings showing plan and elevation views with overall and interconnection point dimensions, and electrical diagrams including schematic and interconnection diagrams.
- The Selected Vendor shall furnish operating and maintenance manuals and forward same to the Owner. Operating instructions shall be supplied for each piece of equipment and shall include copies of posted instructions.

- Provide for maintenance purposes, drawings, parts lists, specifications, address and telephone number of the manufacturer, manufacturer's representative and service company for each piece of equipment so that service or spare parts may be readily obtained.
- All services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:30 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 Agency requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.
- The Selected Vendor shall not commence work until a conference is held with each agency, at which representatives of the Selected Vendor and the Agency are present. The conference shall be arranged by the Agency.
- The Agency shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Selected Vendor's employees, equipment or supplies. The Selected Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Selected Vendor to proceed promptly with the necessary corrections, the Agency may withhold any amount necessary to correct all defective work or damages from payments to the Selected Vendor.
- The work staff shall consist of qualified persons without a criminal record and completely familiar with the products and equipment they shall use. The Contracting Officer may require the Selected Vendor 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.
- The Selected Vendor 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 Agency, 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 Vendor'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, please include 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.

The bidders were evaluated using the following criteria:

- Technical Solution (30%): Suitability and effectiveness of the proposed security system design.
- Experience and Expertise (20%): Vendor's experience and track record in implementing similar projects.
- Training and Support (10%): Adequacy and quality of training and support services offered.
- Compliance (20%): Adherence to the requirements outlined in this RFP.

- Cost Effectiveness (20%): Overall cost competitiveness of the proposal.

Proposal Evaluation Results:

Vendor	Pro Technologies	Johnson Controls
Technical Solution: Suitability and effectiveness of the proposed security system design (30 Points 30%)	28.25	6.25
Experience and Expertise: Vendor's experience and track record in implementing similar projects (20 Points 20%)	20	15
Training and Support: Adequacy and quality of training and support services offered (10 Points 10 %)	10	3.75
Compliance: Adherence to the requirements outlined in this RFP (20 Points 20%)	13.75	3.75
Cost Effectiveness: Overall cost competitiveness of the proposal (20 Points 20%) Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Number of Points for Score	7.1	20
Grand Total (100 Points)	79.1	48.75
Price Quote	$103,769.23	$36,815.81
Rank	1	2

Proposals were evaluated by the following staff members:

Assistant Director Max Schultz – A/D Schultz has worked for the State of New Hampshire since 2002. Prior to joining NHPSTC in 2021, he was with the NH Dept. of Safety. A/D Schultz has served for thirty-three years in public safety. A/D Schultz holds a bachelor's degree in public service management and is responsible for overseeing financial management and facilities.

Captain Mark O'Brien – Captain O'Brien is the Bureau Commander for Recruit Training. He has worked for NHPSTC for the past eight years. He holds a bachelor's degree in criminal justice and graduated from the FBI National Academy. Captain O'Brien has twenty-four years of service in law enforcement in the State of New Hampshire

Jessica Nichols – Is the Business Administrator I for NHPSTC. Ms. Nichols holds a bachelor's degree in business management and is a Certified Public Supervisor. She supervises financial operations, budgetary planning and reporting, fiscal management, inventory control, contract drafting, and purchasing and has worked for the State of New Hampshire for the past five years.

Philip Massey – Plant Maintenance Engineer II, Mr. Massey is the head of maintenance at NHPSTC and is ultimately responsible for operation of facilities systems. He has held various positions in the State of New Hampshire at DNCR, and DES for the past eighteen years.

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 NH Police Standards & Training		1.2 State Agency Address 17 Institute Drive Concord, NH 03301	
1.3 Contractor Name Pro Technologies - Safety Security & Comfort, L.L.C.		1.4 Contractor Address 1234 Hooksett Rd. Hooksett, NH 03106	
1.5 Contractor Phone Number (603) 624-4221	1.6 Account Unit and Class 06-87-87-870510-89800000-048-500226	1.7 Completion Date 6/30/2025	1.8 Price Limitation $103,769.23
1.9 Contracting Officer for State Agency John V. Scippa		1.10 State Agency Telephone Number (603) 271-2133	
1.11 Contractor Signature Date: 5-23-24		1.12 Name and Title of Contractor Signatory W. Stephen Lawrence, Manager/Member	
1.13 State Agency Signature Date: 5/23/24		1.14 Name and Title of State Agency Signatory John V. Scippa Director	
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: 05/24/2024	
1.17 Approval by the Governor and Executive Council (*if applicable*) G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 5-23-24

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials NJL
Date 5-23-24

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials MJL
Date 5-23-24

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials
Date 5-23-24

EXHIBIT A – SPECIAL PROVISIONS

The following Provisions are added to the Form P-37:

27. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within this agreement and the documents incorporated herein, the following Order of Precedence shall govern.

i. State of New Hampshire, Police Standards and Training Contract.
ii. State of New Hampshire, Police Standards and Training Request for Proposals for Intrusion Alarm and Door Access Control System, RFP PSTC-2024-003.
iii. Pro Technologies Safety Security & Comfort, L.L.C. quote #1998 (Access Control Bid) & #1999 (Security Bid).

EXHIBIT B – SCOPE OF SERVICES

1. Pro Technologies - Safety Security & Comfort, L.L.C. shall supply, install, and commission a complete, intrusion alarm and door access control system, and all associated equipment, in the NH Police Standards & Training Council (PSTC) Facility in Concord, New Hampshire. The security systems shall consist of:
   a. Building Intrusion Alarm System
   b. Door Access Control System
   c. All items quoted by Pro Technologies - Safety Security & Comfort, L.L.C. in response to RFP-PSTC-2024-003 in quotes #1998 (Access Control Bid) & #1999 (Security Bid). If any items quoted are not used or determined to not be needed, PSTC shall receive a credit for those items and the amount deducted from the contracted price.

2. Said systems shall comply with the technical and performance criteria set out in NH Police Standards and Training Council RFP-PSTC-2024-003 Intrusion Alarm and Door Access Control System.

3. The systems shall be supplied with all equipment, hardware, software, cabling, and ancillary services as required to provide systems completed and functional in all respects.

4. Information technology connections and needs:

   a. Pro Technologies - Safety Security & Comfort, L.L.C. shall provide and install all CAT6 cables required for the security system and access control panels to the nearest network switch. PSTC will provide a network access point at the following devices and locations:
      i. Main Security Control Panel, located in the Administration area.
      ii. Access Control Panel, located in the Administration area.
      iii. Access Control Panel, located in the Maintenance Closet near the front door.
      iv. Access Control Panel, located in the Recruit Training Wing.
      v. Access Control Panel, located in the Tactical Center.
   b. PSTC will provide access to the internet for the above device locations.

5. Pro Technologies - Safety Security & Comfort, L.L.C. shall provide all cabling required for low-voltage power requirements and security/access control systems.

6. Pro Technologies - Safety Security & Comfort, L.L.C. shall provide all door strikes, mag locks, and installation needed for the access control system.

Contractor Initials
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7. Pro Technologies - Safety Security & Comfort, L.L.C. shall provide the labor required for the installation of all security and access control devices.

8. Pro Technologies - Safety Security & Comfort, L.L.C. shall make every effort to keep non-operation time of the security and access control system to a minimum.

9. Pro Technologies - Safety Security & Comfort, L.L.C. shall provide PSTC with as-built drawings following the installation of the systems showing all device locations allowing for ease of service in the future.

10. All equipment, systems, and materials furnished and installed shall be installed in accordance with the applicable standards in New Hampshire of:
    a. National Codes: NEC, ICC, and NFPA
    b. Approvals and Listings: Underwriters' Laboratories ("UL")
    c. New Hampshire Department of Labor
    d. EIA/TIA Telecommunications wiring standards
    e. Local authorities having jurisdiction

11. Pro Technologies - Safety Security & Comfort, L.L.C. is solely responsible for obtaining any required permits or approvals from governmental agencies.

12. Pro Technologies - Safety Security & Comfort, L.L.C. shall be responsible for maintenance and repair of the systems during the (12) months warranty period, free of charge (parts and labor), including the repair of workmanship defects.

13. Pro Technologies - Safety Security & Comfort, L.L.C. shall correct any system defect within forty-eight (48) hours of receipt of call from PSTC.

14. Pro Technologies - Safety Security & Comfort, L.L.C. shall provide operating and maintenance manuals and forward same to PSTC. Operating instructions shall be supplied for each piece of equipment and shall include copies of posted instructions.

15. Pro Technologies - Safety Security & Comfort, L.L.C. shall provide, for maintenance purposes, drawings, parts lists, specifications, address and telephone number of the manufacturer, manufacturer's representative and service company for each piece of equipment so that service or spare parts may be readily obtained.

16. All services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:30 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 Agency requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid by the State for any off-hour work.

17. Pro Technologies - Safety Security & Comfort, L.L.C. shall not commence work until a conference is held with PSTC, at which representatives of Pro Technologies - Safety Security & Comfort, L.L.C. and PSTC are present. The conference shall be arranged by PSTC.

Contractor Initials
Date 5-23-24

18. PSTC shall require correction of defective work or damages to any part of a building or its appurtenances when caused by Pro Technologies - Safety Security & Comfort, L.L.C. employees, equipment or supplies. Pro Technologies - Safety Security & Comfort, L.L.C. shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of Pro Technologies - Safety Security & Comfort, L.L.C. to proceed promptly with the necessary corrections, PSTC may withhold any amount necessary to correct all defective work or damages from payments to Pro Technologies - Safety Security & Comfort, L.L.C.

19. The work staff shall consist of qualified persons without a criminal record and completely familiar with the products and equipment they shall use and install. The Contracting Officer may require Pro Technologies - Safety Security & Comfort, L.L.C. to dismiss from the 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.

20. Pro Technologies - Safety Security & Comfort, L.L.C. 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 Agency, 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 Vendor's personnel shall be allowed only in areas where services are being performed.

21. If sub-contractors are to be utilized, PSTC shall be provided with advance 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. Pro Technologies - Safety Security & Comfort, L.L.C. is responsible for assuring that sub-contractors comply with the requirements above.

EXHIBIT C – PAYMENT TERMS

NH Police Standards and Training Council shall pay Pro Technologies - Safety Security & Comfort, L.L.C. up to the sum of, and not more than, $103,769.23 upon satisfactory completion of the installation of the intrusion alarm and door access control systems.

Contractor Initials
Date 5-27-24

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 PRO TECHNOLOGIES - SAFETY SECURITY & COMFORT, L.L.C. is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 20, 2005. 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: 537787

Certificate Number: 0006692538

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of May A.D. 2024.

David M. Scanlan

Secretary of State

Limited Partnership or LLC Certification of Authority

I, W. Stephen Lawrence, hereby certify that I am the Manager/Member of *Pro Technologies – Safety Security & Comfort, LLC*, a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC and that this authorization shall remain valid for **thirty (30) days** from the date of this Corporate Resolution.

Dated: 5-22-24 Attest: W. Stephen Lawrence
W. STEPHEN LAWRENCE

State of New Hampshire
County of Merrimack

The foregoing instrument was acknowledged before me this 22nd day of May 2024 by W. Stephen Lawrence, Managing Member of Pro Technologies Safety Security & Comfort, LLC, known to me to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same.

Michelle A Canning

Notary Public

My Commission Expires:

MICHELLE A. CANNING
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
May 5, 2026

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/21/2024

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
Core Benefits Group Inc
2 Village Green Road
Suite A1
Hampstead NH 03841

CONTACT NAME: MameeAnn Fossati
PHONE (A/C, No, Ext): (603) 329-4933 FAX (A/C, No): (603) 329-4924
E-MAIL ADDRESS: mfossati@mycoreinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Company	
INSURER B: Patriot Mutual Ins Co	32069
INSURER C: Travelers Indemnity of America (TIA)	25666
INSURER D: Frankenmuth Insurance Co	13986
INSURER E:	
INSURER F:	

INSURED
Pro Technologies - Safety Security & Comfort LLC
1234 Hooksett Road
Hooksett NH 03106

COVERAGES CERTIFICATE NUMBER: 2024-25 - 1 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 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			PHPK2575203	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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
							Cyberflex Cov	$ 25,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY 21			6661506	05/19/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB872139	07/01/2023	07/01/2024	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
C	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		UB2W383123	01/01/2024	01/01/2025	[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
D	Leased & Rented Equipment			6661507	05/19/2023	07/01/2024	Limit	$125,000
							Deductible	$1,000

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

CERTIFICATE HOLDER

State of New Hampshire
Police Standards and Training
17 Institute Drive
Concord NH 03301-7413

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

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