



State of New Hampshire

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

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JAN 28 2026

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

January 7, 2026

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to amend an existing **sole source** contract (Contract #8003603) with Freedom Fire LLC (VC#517075), Henniker, NH, for fire suppression system testing and inspection services to add 2 locations and raise the price limitation by \$551,097.34, from \$234,084.38 to an amount up to and not exceed \$785,181.72, with no change to the completion date, effective upon Governor and Executive Council approval through December 31, 2027. The original contract (Contract #8003603) was approved by the Commissioner of the Department of Administrative Services on November 18, 2024.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

As previously stated, the original contract was approved by the Commissioner of the Department of Administrative Services on November 18, 2024.

The requested amendment is **sole source** due to increasing the price limitation by more than 10%.

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued a request for quote (RFQ) on October 31, 2025, to add two new locations requiring Fire Suppression Testing and Inspection services. This RFQ was sent to all contracted vendors providing fire suppression system testing and inspection services. Freedom Fire LLC provided the lowest total pricing for both locations. Additionally, agencies notified BoPP of several large end of life fire suppression projects, with the most recent project totaling \$57,872.00. Through conducting regular spend report auditing and forecasting, and said notifications, it was deemed necessary to request an increase to the price limitation in accordance with MOP 150 rules based off of the current contract spend and known upcoming projects. Increasing the price limitation to meet the anticipated current contract needs would allow for uninterrupted fire suppression services. BoPP will continue to monitor all contract spending to ensure projected spends do not exceed the contract price limitation.

Contract financials	
Current limitation	\$234,084.38
Allowance for future projects and unforeseen repairs	\$551,097.34
New price limitation	\$785,181.72

Based on the foregoing, I am respectfully recommending approval of the **sole source** contract amendment with Freedom Fire LLC.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFQ Summary
For The 2 New Locations

Quote Description	Fire Supression	Agency	Multiple
RFQ#	N/A	Requisition#	N/A
Agent Name	Matthew Russell	RFQ Closing	

Indicates Lowest Cost

Qty.	UOM	Product Description	Freedom Fire LLC		Johnson Control	
			Unit Cost	Extended Cost	Unit Cost	Extended Cost
1	EA	Quarterly Sprinkler Inspection 1 Granite Place	\$231.25	\$1,850.00	\$1,700.00	\$13,600.00
1	EA	Quarterly Sprinkler Inspection 25 Hall St	\$150.00	\$1,200.00	\$700.00	\$5,600.00
Total				\$3,050.00		\$19,200.00

Recommendation Summary	
Number of Solicitations Received	2
Number of Sourced Vendors	2
Number of NIGP Vendors Sourced	0
Number of non-responsive Vendors	0
D&B Report On File	Yes
Confirmed Vendor is not debarred or suspended (Sam.gov)	Yes
Method of Payment (P-card/ACH)	P-Card
FOB Delivered	
NOTES: These two locations were quoted out to both of the contracted Statewide vendors for this service in accordance to their contracts.	



**FIRST AMENDMENT TO THE CONTRACT BETWEEN
FREEDOM FIRE LLC
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRE SUPPRESSION SYSTEM TESTING & INSPECTION SERVICES
CONTRACT # 8003603**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 17 day of December 2025, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Freedom Fire LLC (hereinafter referred to as "the Contractor") for fire suppression system testing & inspection services.

WHEREAS, pursuant to an agreement effective January 1, 2025, and set to expire December 31, 2027, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain fire suppression system testing & inspection services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$785,181.72
2. Amend Exhibit C, 1. Contract Price: Change to the following: \$785,181.72.
3. Amend Exhibit C, 17. Pricing Structure: Add the following locations and annual cost:

Inspection Coverage in accordance with Current NFPA standard	Annual Cost 2026	Annual Cost 2027	Total
Central Facilities Bureau			
1 Granite Place, Concord, NH	\$925.00	\$925.00	\$1,850.00
25 Hall St, Concord, NH	\$600.00	\$600.00	\$1,200.00

- 3.8 All other provisions of the Agreement, approved by the Commissioner on November 18, 2024, shall remain in full force and effect.

Freedom Fire LLC

By: _____

Jennifer LaPan

(Print Name)

Title: _____

COO

Date: _____

12/17/25

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus

(Print Name)

Title: Commissioner

Department of Administrative Services

Date: _____

12/31/25

OFFICE OF THE ATTORNEY GENERAL

By: _____

Christen Lavers

Christen Lavers

(Print Name)

Title: _____

Sr. Assistant Attorney General

Date: _____

1/4/26

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

Signed: _____

(Print Name)

Title: _____

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 FREEDOM FIRE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 20, 2024. 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: **962864**

Certificate Number: **0007298135**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of October A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Christopher Thompson, hereby certify that Jennifer LaPan is a Member and Manager and the Chief Operating Officer of Freedom Fire LLC, a limited liability company under RSA 304-C.

I certify that she is 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 ninety (90)** days from the date of this Corporate Resolution.

DATED: November 21, 2025

ATTEST:



Christopher Thompson
Chief Executive Officer



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

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

November 13, 2024

DAS Commissioners Office
State House Annex
25 Capitol Street
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Freedom Fire LLC (VC#517075) Henniker, NH, in an amount up to and not to exceed \$234,084.38 for fire suppression system testing & inspection services, with the option to renew for up to an additional two years, effective upon Commissioner of the Department of Administrative Services approval for the period January 1, 2025, through December 31, 2027.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property issued a request for bid (RFB) 2974-25 on October 9, 2024, with responses due on October 22, 2024. This RFB reached 11 vendors through the NIGP electronic sourcing platform with an additional 5 directly sourced. There were 2 compliant responses received and both are eligible for contracts. Freedom Fire LLC submitted the lowest total pricing for their respective locations. This RFB will result in a multi-contract award, and this request is to award Freedom Fire LLC a contract to provide fire suppression system testing & inspection services.

Upon approval, Freedom Fire LLC will provide fire suppression system testing & inspection services at the 16 awarded agencies. This contract will provide the required testing and inspection for the State agency's fire suppression systems as set forth by the National Fire Prevention Association and adopted by the New Hampshire Fire Marshall's Office. The contract also includes provisions for completing emergency repairs at contracted hourly rates, a maximum parts markup of 10%, and a quote provision for non-emergency repairs that requires quotes be obtained from multiple contractors.

The requested price limitation for this contract is \$234,084.38 and is inclusive of anticipated State agency fire suppression system testing & inspection services, including an

allowance of \$78,028.13 for repair services. When compared to expiring contracts, there is a 13.46%, or \$46,738.75.00, decrease over the three-year term for the awarded locations.

Contract Financials	
Estimated Term Spend (3 year)	\$156,056.25
Add allowance for repair services	\$78,028.13
Recommended price limitation	\$234,084.38

Based on the foregoing, I am respectfully recommending approval of the contract with Freedom Fire LLC.

Respectfully submitted,


Gary S. Lunetta
Director Division of Procurement &
Support Services

NON COMING



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Fire Suppression System Testing and Inspection Services	Agency	Statewide
RFB#	2974-25	Requisition#	
Agent Name	Steven Burgess	Bid Closing	10/22/2024 10:00 AM
Indicates Award: <input type="checkbox"/>			
Automatic Fire Sprinklers	Johnson Control	Freedom Fire	
NH Police Standards & Training	\$7,200.00	\$3,341.25	
Safety Warehouse	\$1,350.00	\$1,008.00	
NH Fish & Game	\$2,100.00	\$1,008.00	
NH Fish & Game	\$2,100.00	\$1,008.00	
NH Fish & Game	\$3,000.00	\$1,899.00	
Department of Safety / Marine Patrol	\$4,800.00	\$4,200.00	
DHHS/DJJS	\$8,970.00	\$4,500.00	
Liquor Commission	\$2,100.00	\$2,100.00	Awarded to NH based companyper RSA 21-I: 11-b, II
Liquor Commission	\$2,100.00	\$2,100.00	Awarded to NH based companyper RSA 21-I: 11-b, II
Liquor Commission	\$4,800.00	\$4,500.00	
Liquor Commission	\$3,600.00	\$3,600.00	
Department of Natural and Cultural Resources	\$2,100.00	\$2,100.00	
Department of Natural and Cultural Resources	\$4,500.00	\$4,500.00	
Department of Transportation - Bureau of Traffic	\$3,150.00	\$2,997.00	
Central Facilities Bureau	\$27,150.00	\$24,795.00	
Central Facilities Bureau	\$57,000.00	\$56,544.00	
Department of Safety - Division of Fire Standards,	\$6,300.00	\$6,300.00	Awarded to NH based companyper RSA 21-I: 11-b, II
Emergency Communications	\$3,000.00	\$2,100.00	
Department of Transportation - District 5	\$2,400.00	\$2,400.00	Awarded to NH based companyper RSA 21-I: 11-b, II
NH Lottery Commission	\$1,200.00	\$1,056.00	
Veterans Home	\$24,000.00	\$21,600.00	
Veteran's Cemetery	\$2,400.00	\$2,400.00	Awarded to NH based companyper RSA 21-I: 11-b, II
Department of Corrections/NH State Prison (Men's)	\$55,050.00	\$261,000.00	
NH Fish & Game	\$1,500.00	\$2,100.00	
Department of Corrections/NHNCF	\$8,400.00	\$30,000.00	
NH Hospital	\$12,000.00	\$12,012.00	
Glencliff Home	\$16,200.00	\$84,000.00	



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Employment Security	\$1,800.00	\$4,500.00
Employment Security	\$1,800.00	\$4,500.00
Employment Security	\$1,200.00	\$4,500.00
Employment Security	\$1,200.00	\$4,500.00
Employment Security	\$1,800.00	\$4,500.00
Employment Security	\$1,800.00	\$4,500.00
Employment Security	\$1,200.00	\$4,500.00
Liquor Commission	\$7,500.00	\$9,984.00
Department of Natural and Cultural Resources	\$12,000.00	\$22,500.00
Department of Natural and Cultural Resources	\$6,000.00	\$24,000.00
Department of Corrections/NH State Prison (Women's)	\$10,800.00	\$18,000.00
Department of Transportation - Bureau of Turnpikes	\$1,200.00	\$1,800.00
Department of Transportation - District 1	\$1,200.00	\$2,100.00
Hampstead Hospital	\$3,000.00	\$3,300.00
Pease ANGB	\$50,250.00	No Bid
Department of Military Affairs and Veteran Services	\$27,000.00	No Bid
Bureau of Court Facilities	\$31,200.00	\$49,800.00
NH Fish & Game	\$4,200.00	non-compliant
Special Fire Suppression	Johnson Control	Freedom Fire
NH Police Standards & Training Council	\$1,050.00	No Bid
Department of Safety	\$1,050.00	No Bid
Department of Military Services and Veteran Affairs	\$2,100.00	No Bid
NH Fish & Game	\$1,050.00	No Bid
Central Facilities Bureau	\$19,800.00	No Bid
Liquor Commission	\$2,100.00	No Bid
Kitchen Fire Suppression and Cleaning	Johnson Control	Freedom Fire
Department of Corrections/NH State Prison (Men's)	\$16,800.00	No Bid
Department of Corrections/Calumet House	\$1,800.00	No Bid
Department of Corrections/Berlin	\$6,600.00	No Bid
Department of Corrections/NH State Prison (Women's)	\$1,800.00	No Bid



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Department of Military Services and Veterans Affairs	\$34,200.00	No Bid
Pease ANGB	\$16,200.00	No Bid
NH Hospital	\$19,500.00	No Bid
NH Veterans Home	\$10,800.00	No Bid
Glenclyff Home	\$3,600.00	No Bid
DHHS/DJJS	\$5,400.00	No Bid
Central Facilities Bureau	\$10,800.00	No Bid
Department of Natural and Cultural Resources	\$3,000.00	No Bid
Department of Natural and Cultural Resources	\$9,000.00	No Bid
Employment Security	\$1,200.00	No Bid
Department of Transportation - Bureau of Turnpikes	\$1,800.00	No Bid
Hampstead Hospital	\$1,800.00	No Bid

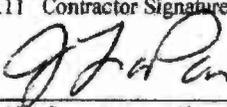
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Freedom Fire LLC		1.4 Contractor Address 1225 Western Ave, Henniker, NH, 03242	
1.5 Contractor Phone Number 888-540-3301	1.6 Account Unit and Class Various	1.7 Completion Date 12/31/2027	1.8 Price Limitation \$234,084.38
1.9 Contracting Officer for State Agency Steven Burgess		1.10 State Agency Telephone Number 63-271-2201	
1.11 Contractor Signature  Date: 11/4/24		1.12 Name and Title of Contractor Signatory Jennifer LaPan Manager	
1.13 State Agency Signature  Date: 11/18/24		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: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *JL*
Date 11/4/24

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

Contractor Initials *JJ*

Date *11/4/24*

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.

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

Contractor Initials JZ

Date 11/4/24

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.

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.

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EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials *JD*

Date *11/4/24*

EXHIBIT A - SCOPE OF SERVICES

1. INTRODUCTION:

1.1. Freedom Fire LLC (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 Fire Suppression System Testing and Inspection Services in accordance with the bid submission in response to State Request for Bid 2974-25 and as described herein.

2. CONTRACT DOCUMENTS:

2.1. This Contract consists of the following documents ("Contract Documents"):

- State of New Hampshire Terms and Conditions, General Provisions Form P-37
- EXHIBIT A Special Provisions
- EXHIBIT B Scope of Services
- EXHIBIT C Method of Payment

2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment,".

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on January 1, 2025, or upon execution of the Commissioner of the Department of Administrative Services, whichever is later, through December 31, 2027, a period of approximately three (3) years.
- 3.2. The Contract may be extended for up to an additional two (2) years thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK:

4.1. FIRE SUPPRESSION SYSTEM TESTING, INSPECTION, AND MAINTENANCE SERVICES (e.g. Wet, Dry, Preaction)

4.1.1. The purpose of this bid is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide Fire Suppression System Testing and Inspection Services according to the adopted editions of National Fire Protection Association (NFPA) standards as defined by RSA 153:1, VI(a)), NFPA 13, Standard for the Installation of Sprinkler Systems, and NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.

4.1.2. The fire suppression system testing and inspection services to be performed shall consist of the following:

4.1.3. Inspections and testing, as required by the applicable NFPA standards (adopted editions as defined by RSA 153:1, VI(a)), manufacturer recommendations, and state/local codes;

4.1.4. Any defective part(s) shall be repaired and/or replaced at the State's expense as detailed herein. Requests to repair or replace defective system components shall be approved in advance by the Agency Contact, or his/her designated representative, prior to any actual work being performed by the Contractor;

4.1.5. Compile a complete report of the inspection, and submit to the Business Administrator or his/her designated representative within ten (10) working days, explaining any deficiencies and recommending correction to be taken in accordance with recognized codes for care and Maintenance;

4.1.6. The Contractor shall provide the following fire pump inspection and testing services, as described herein:

4.1.7. Inspect and test the pump systems to determine whether it is in service and satisfactory condition in accordance with the adopted editions as defined by RSA 153:1, VI(a)) of NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection and NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.

4.1.8. **SERVICE**

- 4.1.8.1. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. Normal (regular) system maintenance shall occur between the hours indicated for each location. The Contractor shall be paid for service that is required on weekday evenings after regular hours, weekends, and on State Holidays at the repair rates established in this RFP.
- 4.1.8.2. The Contractor shall respond to service calls within one (1) hour for emergency calls and for non-emergency calls. If on-site service is required on an emergency basis Contractor shall arrive on-site anywhere in the state within two (2) hours, except for Cöos County. For on-site service for emergency calls in Cöos County, Contractor shall be on-site within four (4) hours. If on-site service is required for a non-emergency call, Contractor shall arrive on-site anywhere in the State within one (1) business day. The agency placing the service call shall determine whether the situation constitutes an emergency or a non-emergency.
- 4.1.8.3. If the Contractor cannot complete emergency repairs or replace the part(s) within 4 hours in a 24-hour period, the Contractor shall contact the agency contact indicating why the repair or replacement part(s) cannot be completed and when the equipment shall be returned to normal. The AHJ shall be permitted to require the building to be evacuated or an approved fire watch to be provided for all portions left unprotected by the fire protection system shutdown until the fire protection system has returned to service (NFPA 1: 13.1.11).
- 4.1.8.4. The Contractor shall present, after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon.
- 4.1.9. Monthly Reporting**
- 4.1.9.1. The Contractor shall provide monthly reports summarizing the previous month's maintenance activities (e.g. inspection failures, service calls, repairs) and any deficiency, if applicable. Reports shall also indicate the installation date of the equipment and the code the equipment was inspected under. Monthly reports shall be submitted electronically to the purchasing agent assigned to the contract and the agency.
- 4.1.10. Capitol Plans**
- 4.1.10.1. Contractor shall also draft a capitol plan, providing suggested upgrades to the existing system for each location and shall submit to the contract manager within one (1) year of contract initiation.
- 4.1.11. Repair Reports**
- 4.1.11.1. Upon the completion of each scheduled repair service or emergency repair, and prior to leaving the serviced location, the Contractor shall present a written summary of the work performed and obtain the State's signature thereon.
- 4.1.12. Replacement Parts**
- 4.1.12.1. The Contractor shall, in performing the services as described herein, have readily available spare parts to support the described systems at the Contractor's cost throughout the duration of the Contract.
- 4.1.12.2. The Contractor shall maintain or have readily available replacement parts that are new and of the same quality and brand name as that which is being replaced. Substitutions shall be permitted only with prior authorization of the agency.
- 4.1.12.3. Maintenance and Inspection Requirements
- 4.1.12.4. Inspections and testing are to occur as required by the applicable adopted edition of NFPA standard as defined by RSA 153:1, VI(a), manufacturer recommendations, and state/local codes.
- 4.1.12.5. Any defective part(s) discovered during the testing and inspection shall be repaired and/or replaced at the State's expense as detailed herein. Requests to repair or replace defective system components shall be approved in advance by the Business Administrator, or his/her designated representative, prior to any actual work being performed by the Contractor.

- 4.1.12.6. Regular maintenance shall only be completed during the hours indicated for that location, parts and labor on all fire alarm panel system components.
- 4.1.12.7. The Contractor shall provide a proposed schedule for the inspections as defined by the adopted edition of the NFPA standard covering the testing and/or inspection two weeks (10 working days) before the actual inspections occur. The Contractor shall propose separate inspection schedules. The Contractor shall employ a sufficient number of trained technicians so that inspections are completed on time as scheduled.
- 4.1.12.8. All repair services shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.
- 4.1.12.9. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 4.1.12.10. The State shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the Contractor of any malfunction in the system(s) that comes to the State's attention.
- 4.1.12.11. All testing and inspection services performed under any awarded contract shall be performed during normal business hours of the corresponding location, 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.
- 4.1.12.12. Locations may be deleted with thirty (30) days written notification.

5. EMERGENCY REPAIRS:

- 5.1. The Contractor shall promptly report all deficiencies to the Agency Contact Person. Requests for emergency repairs and/or replace parts shall be approved in advance by the agency representative. Materials shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. The State reserves the right to request the Contractor to supply the State with invoices from suppliers documenting the Contractor's cost.
- 5.2. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

6. OTHER REPAIRS / REPLACEMENTS/MAINTENANCE (NON-EMERGENCY):

- 6.1. The Contractor shall report all non-emergency deficiencies to the Agency Contact Person. Each notice of non-emergency repair, replacement or maintenance, shall be accompanied by a quote with the parts identified and a scope of work detailing as much information about the repair as available.
- 6.2. In the best interest of the State of New Hampshire, agencies may seek quotes from alternative Contractors to determine the lowest cost of repairs and/or replacement parts. Work may begin only upon the written approval of the utilizing agency.
- 6.3. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.
- 6.4. The Contractor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

7. ADDITIONAL AGENCY REQUIREMENTS:

- 7.1. Department of Safety- State Police Locations

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- 7.1.1. Contact Sergeant Arteaga via email (Michael.A.Arteaga@dos.nh.gov), at which point, he and the Criminal Records Unit will coordinate an appointment to have the individual(s) fingerprinted at a civilian staffed State Police livescan location. NHSP will provide the required form to the contractor point of contact, who will in turn provide their respective employees with the **individual specific** form to take with them when they are fingerprinted. This form is prefilled to ensure successful routing. Additionally, the contractor point of contact will provide Sergeant Arteaga with an email address for the respective contractor employees in order to assign them basic awareness training within <https://www.cjisonline.com/>. Please note there is ***no charge***, even though the form lists a charge for other purposes.
- 7.1.2. Completing Security Awareness training <https://www.cjisonline.com/> (in this case "Basic Role")
- 7.1.2.1. This need to be done once a year, i.e. "John Smith" of Klean Solutions completes the training as a prerequisite to providing cleaning services for Nashua PD. Six months later, Troop B wants "John Smith" of Klean Solution to provide services for the Barracks, since he already took the training, this part **does not** need to be completed again until it has been a year from when he originally completed the training.
- 7.1.2.2. If however, this is a new contractor employee that has not been assigned CJISonline training by any agency they provide services for, the State Police would need to assign this training.
- 7.1.3. Fingerprint supported record check.
- 7.1.3.1. In the above example, even if Nashua PD had already taken prints on and cleared "John Smith", the State Police would still need to conduct their own fingerprint supported record check and additional SPOTS queries prior to granting the individual unescorted access.
- 7.1.4. The Troop Commanders will be provided with a list of the cleared individuals to ensure the individual accessing the barracks is in-fact someone that has been cleared. We strongly recommend that Contractors have **all** employees that could possibly be needed to provide cleaning services to undergo this process ahead of time. In the event the original person is out (leave, illness, etc.), it is in the best interest of the State Police and the contractor to be prepared to have any backup cleaners also CJIS cleared in the event the routine cleaner is unable to provide services on a given day/night.
- 7.1.5. **Contractor Employee Information/Background Checks:**
- 7.1.5.1. The Contractor (to include each employee and any approved subcontractor working in a NHDOD facility) will be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Corrections. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and subcontractor to the NH Department of Corrections.
- 7.1.5.2. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-Contractors employees to determine eligibility status.
- 7.1.5.3. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-Contractors employee who does not comply with the criteria identified, below.
- 7.1.5.4. In addition, the Contractor and/or sub-Contractors shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provided services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Warden and/or designee of the corresponding facility requiring service;
 - Individuals with restrictions on out-of-state and/or State of NH professional licenses and/or certifications;

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- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of New Hampshire;
- Individuals with a history of drug diversion;
- Individuals who was a former State of NH employee and/or former contract employee that was dismissed for cause;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- The NH Department of Corrections may not permit relatives of currently incarcerated felons to provide services without prior approval.

8. RECALLS:

8.1. Contractor shall have the ability to track all products installed. The Contractor shall have a product recall program that provides for notification within twenty-four (24) hours of the recall to the State which has received the recalled products. The Contractor shall pick up and replace all products that are subject to the recall at no additional cost to the State. Recalled products that are returned shall be credited on the next invoice.

9. WARRANTY REQUIREMENTS:

9.1. The successful Contractor shall be required to provide warranties on all equipment provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

10. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

10.1. The successful Contractor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Contractor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

10.2. The successful Contractor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Contractor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Contractor shall bear all losses accruing to the contractor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Contractor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

10.3. The successful Contractor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Contractor's performance of the requested services shall be repaired at the Contractor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

11. COMMERCIAL REQUIREMENTS:

11.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of

Administrative Services, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.

- 11.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 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.
- 11.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 11.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 11.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.
- 11.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 11.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 11.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 11.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 11.10. 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.

12. USAGE REPORTING:

- 12.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Steven Burgess at the Bureau of Purchase and Property and sent electronic to Steven.H.Burgess@DAS.NH.Gov. At a minimum, the Report shall include:
 - 12.1.1. Contract Number
 - 12.1.2. Utilizing Agency and Eligible Participant
 - 12.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - 12.1.4. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - 12.1.5. Preferred in Excel format

13. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 13.1. The Contractor shall provide all fire suppression system testing and inspection services strictly pursuant to, and in conformity with, the specifications as described herein, and under the terms of this Contract.
- 13.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up-to-date contact information.

- 13.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 13.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/Vendorregistration/\(S\(q0fzcv55qhaeqs45jpvq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/Vendorregistration/(S(q0fzcv55qhaeqs45jpvq5i45))/welcome.aspx).
- 13.5. The Contractor shall agree to hold the State of NH 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.
- 13.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.
- 14. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:**
- 14.1. 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.
- 15. CONFIDENTIALITY & CRIMINAL RECORD:**
- 15.1. 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 any work.

EXHIBIT B - METHOD OF PAYMENT

16. CONTRACT PRICE:

16.1. The Contractor hereby agrees to provide fire suppression system testing and inspection services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$234,084.38; 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.

17. PRICING STRUCTURE:

Department of Safety / NH Police Standards & Training	Annual Cost 2025	Annual Cost 2026	Annual Cost 2027	Total
Main Building 17 Institute Drive Concord	\$371.25	\$371.25	\$371.25	\$1,113.75
Dorm area 17 Institute Drive Concord	\$371.25	\$371.25	\$371.25	\$1,113.75
Tactical Center 17 Institute Drive Concord	\$371.25	\$371.25	\$371.25	\$1,113.75
			GROUP TOTAL	\$3,341.25
Department of Safety / Safety Warehouse				
Mian Building 41 Hazen Dr Concord	\$336.00	\$336.00	\$336.00	\$1,008.00
NH Fish & Game				
Garage/Annex 17 Hazen Drive Concord	\$336.00	\$336.00	\$336.00	\$1,008.00
Cold Storage 19 Hazen Drive Concord	\$336.00	\$336.00	\$336.00	\$1,008.00
Region 2 200 Main Street New Hampton	\$316.50	\$316.50	\$316.50	\$949.50
Region 3 225 Main Street Durham	\$316.50	\$316.50	\$316.50	\$949.50
			GROUP TOTAL	\$3,915.00
Department of Safety / Marine Patrol				
Storage/BE 3 Hlggins Drive Belmont	\$700.00	\$700.00	\$700.00	\$2,100.00
Marine Patrol 31 Dock Road Gifford	\$700.00	\$700.00	\$700.00	\$2,100.00
			GROUP TOTAL	\$4,200.00
DHHS/DJJS SYSC				
1056 River Road Manchester	\$1,500.00	\$1,500.00	\$1,500.00	\$4,500.00
Liquor Commission				
27 Coliseum Ave Nashua Store #69 Nashua	\$700.00	\$700.00	\$700.00	\$2,100.00
6 Ash Brook Court Keene Store #15 Keene	\$700.00	\$700.00	\$700.00	\$2,100.00
W Chesterfield #2 100B Route 9 W Chesterfield	\$1,500.00	\$1,500.00	\$1,500.00	\$4,500.00
Headquarters 50 Storms St. Concord	\$600.00	\$600.00	\$600.00	\$1,800.00
Headquarters 50 Storms St. Concord	\$600.00	\$600.00	\$600.00	\$1,800.00
			GROUP TOTAL	\$12,300.00
Department of Natural and Cultural Resources				
Hampton Beach Park Seashell Building, 170 Ocean Blvd Hampton	\$1,500.00	\$1,500.00	\$1,500.00	\$4,500.00
Urban Forestry Center Elwyn Road Forestry Learning Center Portsmouth	\$700.00	\$700.00	\$700.00	\$2,100.00
			GROUP TOTAL	\$6,600.00

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Department of Transportation - Bureau of Traffic				
NH DOT; Bureau of Traffic - Building A 18 Smokey Bear Blvd. Concord	\$333.00	\$333.00	\$333.00	\$999.00
NH DOT; Bureau of Traffic - Building B 18 Smokey Bear Blvd. Concord	\$333.00	\$333.00	\$333.00	\$999.00
NH DOT; Bureau of Traffic - Building D 18 Smokey Bear Blvd. Concord	\$333.00	\$333.00	\$333.00	\$999.00
			GROUP TOTAL	\$2,997.00
Department of Safety - Division of Fire Standards, Training, and Emergency Medical Services				
98 Smokey Bear Blvd. Richard Flynn Fire Academy Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
98 Smokey Bear Blvd. Maintenance Bldg. Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
90 Smokey Bear Blvd. New Dorm Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
90 Smokey Bear Blvd. Old Dorm Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
64 Smokey Bear Blvd. ARFF Bldg. Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
108 Smokey Bear Blvd. Fire Station Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
			GROUP TOTAL	\$6,300.00
Central Facilities Bureau				
Thayer Building 97 Pleasant Street Concord	\$785.00	\$785.00	\$785.00	\$2,355.00
Thayer Building 97 Pleasant Street Concord	\$785.00	\$785.00	\$785.00	\$2,355.00
Main Building 105 Pleasant Street Concord	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
Main Building 105 Pleasant Street Concord	\$785.00	\$785.00	\$785.00	\$2,355.00
Main Building 105 Pleasant Street Concord	\$785.00	\$785.00	\$785.00	\$2,355.00
Bancroft Building 113 Pleasant Street Concord	\$785.00	\$785.00	\$785.00	\$2,355.00
Annex Building 115 Pleasant Street Concord	\$785.00	\$785.00	\$785.00	\$2,355.00
Daloff Building 117 Pleasant Street Concord	\$785.00	\$785.00	\$785.00	\$2,355.00
Brown Building 129 Pleasant Street Concord	\$785.00	\$785.00	\$785.00	\$2,355.00
Paint/Carpentry Shop 65 So. Fruit Street Concord	\$785.00	\$785.00	\$785.00	\$2,355.00
			GROUP TOTAL	\$24,795.00
Central Facilities Bureau				
Health & Human Services 29 Hazen Drive Concord	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
Department of Information Technology 27 Hazen Drive Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Safety Building 33 Hazen Drive Concord	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
DMV Building 23 Hazen Drive Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Morton Building 7 Hazen Drive Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Administrative Office of the Courts 2 Charles Doe Drive Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Legislative Office Building 33 North State Street Concord	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
State House Annex 25 Capitol Street Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
State House 107 N. Main Street Concord	\$584.00	\$584.00	\$584.00	\$1,752.00

State Library 20 Park Street Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Starrs Street Warehouse 12 Hills Avenue Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Starrs Street Warehouse 12 Hills Avenue Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
South Street 64 South Street Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Spaulding Hall 95 Pleasant Street - State Hospital Grounds Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Londergan Hall 101 Pleasant Street - State Hospital Grounds Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Johnson Hall 107 Pleasant Street - State Hospital Grounds Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Emergency Operations Center 110 Smokey Bear Blvd Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Emergency Operations Garage 58 Smokey Bear Blvd Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Records and Archives 71 South Fruit Street Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Mechanical Services 33 Smokey Bear Blvd Concord	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
Material & Research 5 Hazen Drive Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Walker Building 21 South Fruit Street Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Medical and Surgical 109 Pleasant Street Concord	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
Monadnock Mill 17 Water Street Claremont, NH Claremont	\$584.00	\$584.00	\$584.00	\$1,752.00
Christa McAuliffe Discovery Center 2 Institute Drive Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Biomass Facility 31 Hazen Drive Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
Boiler Building 33 Green Street Concord	\$584.00	\$584.00	\$584.00	\$1,752.00
			GROUP TOTAL	\$56,544.00
Emergency Communications				
Dwinell Building 50 Communication Dr Laconia	\$700.00	\$700.00	\$700.00	\$2,100.00
District 5 Office/NHDOS				
State Police Troop B Barracks 16 East Point Drive Bedford	\$400.00	\$400.00	\$400.00	\$1,200.00
Derry Patrol Shed 41 A Kendall Pond Rd Derry	\$400.00	\$400.00	\$400.00	\$1,200.00
			GROUP TOTAL	\$2,400.00
NH Lottery Commission				
14 Integra Drive Concord	\$352.00	\$352.00	\$352.00	\$1,056.00
Veteran's Cemetery				
110 Daniel Webster Hwy Maintenance Building Boscawen	\$400.00	\$400.00	\$400.00	\$1,200.00
110 Daniel Webster Hwy Administration Building Boscawen	\$400.00	\$400.00	\$400.00	\$1,200.00
			GROUP TOTAL	\$2,400.00
Repair Rates (Repair Work/Emergency Service Calls):				
Monday through Friday 8:00 AM to 4:30 PM	\$145.00	per hour/per person		

Monday through Friday 4:31 PM to 7:59 AM	\$195.00	per hour/per person
Saturday	\$195.00	per hour/per person
Sunday & Holiday* Work *Holidays shall be based on State designated holidays	\$195.00	per hour/per person
Inspection/Test Type Services		
5-year Internal obstruction investigation per system	\$900.00	price per test
3-year full trip test, per system	\$225.00	price per test
Backflow testing, per device	\$55.00	price per device
5 Year Dry/Wet fire hose standpiping testing, per device	\$900.00	price per test

Veterans Home	Annual Cost 2025	Annual Cost 2026	Annual Cost 2027	Total
Welch 139 Winter Street Tilton	\$600.00	\$600.00	\$600.00	\$1,800.00
Tarr North 139 Winter Street Tilton	\$600.00	\$600.00	\$600.00	\$1,800.00
Ledu 139 Winter Street Tilton	\$600.00	\$600.00	\$600.00	\$1,800.00
Tarr South 139 Winter Street Tilton	\$600.00	\$600.00	\$600.00	\$1,800.00
Tarr South 139 Winter Street Tilton	\$600.00	\$600.00	\$600.00	\$1,800.00
Fire Pump Station 139 Winter Street Tilton	\$1,200.00	\$1,200.00	\$1,200.00	\$3,600.00
Town Hall 139 Winter Street Tilton	\$600.00	\$600.00	\$600.00	\$1,800.00
Maintenance 139 Winter Street Tilton	\$600.00	\$600.00	\$600.00	\$1,800.00
Maintenance 139 Winter Street Tilton	\$600.00	\$600.00	\$600.00	\$1,800.00
Warehouse 139 Winter Street Tilton	\$600.00	\$600.00	\$600.00	\$1,800.00
Warehouse 139 Winter Street Tilton	\$600.00	\$600.00	\$600.00	\$1,800.00
			GOUP TOTAL	\$21,600.00

Repair Rates (Repair Work/Emergency Service Calls):		
Monday through Friday 8:00 AM to 4:30 PM	\$145.00	per hour/per person
Monday through Friday 4:31 PM to 7:59 AM	\$195.00	per hour/per person
Saturday	\$195.00	per hour/per person
Sunday & Holiday* Work *Holidays shall be based on State designated holidays	\$195.00	per hour/per person

18. INVOICE:

- 18.1. 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 work.
- 18.2. The invoice shall be sent to the address of the using agency under agreement.
- 18.3. If the agency is enrolled in the State's P-Card program, the Contractor shall be paid by Procurement Card upon receipt of properly documented invoice and acceptance of the work to the State's satisfaction. Otherwise, the

Contractor Initials 92

Date 11/4/24

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

19. PAYMENT:

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

Contractor Initials JS

Date 11/4/24

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 FREEDOM FIRE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 20, 2024. 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: 962864

Certificate Number : 0006692122



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Benjamin Mailhot, hereby certify that Jennifer LaPan is a Member and Manager and the Chief Operating Officer of Freedom Fire LLC, a limited liability company under RSA 304-C.

I certify that she is 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: November 12, 2024

ATTEST:



Benjamin Mailhot

Chief Executive Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2024

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 Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	CONTACT NAME: Hannah Lanctot PHONE (A/C, No, Ext): (248) 853-0930 FAX (A/C, No): (248) 853-1512 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Certain Underwriters at Lloyd's 100%</td> <td>085202</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Certain Underwriters at Lloyd's 100%	085202	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Freedom Fire LLC 1225 Western Ave. Henniker NH 03242																					

COVERAGES **CERTIFICATE NUMBER:** CL2461824568 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Additional Insured <input checked="" type="checkbox"/> Bikt WOS & PNC GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SP2240168	06/18/2024	06/18/2025	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 Errors & Omissions \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER The State of New Hampshire 25 Capital St 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 
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