**STATE OF NEW HAMPSHIRE**
**BUREAU OF PURCHASE AND PROPERTY**
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

**DATE: 1/7/2020**

**CONTRACT #: 8002428** **NIGP CODE:** 990-0500

**CONTRACT FOR:** Alarm & Access Control System Maintenance & Monitoring Services

**CONTRACTOR:** Pelmac Industries **VENDOR CODE #:** 156279

**SUBMITTED FOR ACCEPTANCE BY:**

ERICA BRISSON, PURCHASING AGENT DATE 1/7/2020
BUREAU OF PURCHASE AND PROPERTY

**********

**RECOMMENDED FOR ACCEPTANCE BY:**

PAUL RHODES, ADMINISTRATOR III DATE 1/10/2020
BUREAU OF PURCHASE AND PROPERTY

**********

**APPROVED FOR ACCEPTANCE BY:**

GARY S. LUNETTA, DIRECTOR DATE 1/10/2020
DIVISION OF PROCUREMENT & SUPPORT SERVICES

**********

**ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.**

CHARLES M. ARLINGHAUS, COMMISSIONER DATE 1/13/2020
DEPARTMENT OF ADMINISTRATIVE SERVICES

**FOURTH AMENDMENT TO THE CONTRACT**
**BETWEEN PELMAC INDUSTRIES**
**AND**
**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,**
**FOR ALARM AND ACCESS CONTROL SYSTEM MAINTENANCE AND MONITORING SERVICES**
**CONTRACT # 8002428**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 7 day of January, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pelmac Industries (hereinafter referred to as "the Contractor") for Alarm and Access Control System Maintenance and Monitoring Services.

WHEREAS, pursuant to an agreement effective January 1, 2019, amended by the First Amendment on January 31, 2019, amended by the Second Amendment on September 4, 2019, amended by the Third Amendment on November 5, 2019 and set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain alarm and access control system maintenance and monitoring 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 $262,772.91

2. Amend Exhibit B Payment & Pricing; add the following locations:

| AGENCY NAME | ADDRESS | MAINTENANCE SERVICES INCLUDED | MONITORING SERVICES INCLUDED | ANNUAL COST 2019 | ANNUAL COST 2020 | ANNUAL COST 2021 |
|---|---|---|---|---|---|---|
| Concord Readiness | 4 Pembroke Rd., Concord | No | Yes | $324.00 | $324.00 | $324.00 |
| US Army National Guard | 1059 Canal St., Manchester | No | Yes | $360.00 | $360.00 | $360.00 |
| Admin. Services | 33 Green Street, Concord | No | Yes | N/A | $192.00 | $192.00 |

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 1, 2018, amended by the First Amendment on January 31, 2019, amended by the Second Amendment on September 4, 2019, amended by the Third Amendment on November 5, 2019 and set to expire December 31, 2021. The contract shall remain in full force and effect.



Contractor Initials: [illegible]
Date: 1/7/20

**PELMAC INDUSTRIES**

By: _____

Ken Parker
(Print Name)

Title: Area Sales Consultant

Date: 1/7/20

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 7th day of January, 2020,
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Ken Parker

And acknowledge that he executed this document indicated above.

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

Muriel H. Kohler
(Notary Public/Justice of the Peace)

My commission expires:

November, 16, 2021
(Date)

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

**STATE OF NEW HAMPSHIRE**

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 1/13/2020



Contractor Initials: KP
Date: 1/7/20

# CERTIFICATE OF CORPORATE AUTHORITY

AT A DULY AUTHORIZED MEETING OF THE BOARD OF DIRECTORS OF THE Pelmac Industries
(name of corporation)

held on 1/7/2020 Directors were present or waived notice, it was voted that Michael Pellerin
(date)

President of this company be and hereby is authorized to execute contracts and bonds
(name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution

of any contract or bond of obligation in this company's name on its behalf of such Michael Pellerin
(OFFICER)

under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: Michelle Pellerin

Place of Business:
63 Commercial Court
Auburn, NH 03032

I hereby certify that I am the Assist Secretary of the Pelmac Industries
(Title) (Name of Corporation)

that Michael Pellerin is the duly elected President of said
(Name of Officer) (Title)
company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: Michelle Pellerin

Name/Title: Assist Secretary

Date: 1/7/2020
(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. _____, 20__

Then personally appeared the above named Michelle Pellerin and acknowledged the foregoing instrument to be his/her free act and deed before me.

NOTARY PUBLIC Muriel H. Kohler
My commission expires: 11-16-2021

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/2020

**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 | | CONTACT NAME: Stacy Verdo | |
|---|---|---|---|
| FIAI/Cross Insurance | | PHONE (A/C, No, Ext): (603) 669-3218 | FAX (A/C, No): (603) 645-4331 |
| 1100 Elm Street | | E-MAIL ADDRESS: sverdo@crossagency.com | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| Manchester | NH 03101 | INSURER A : Philadelphia Indemnity Ins Co | 18058 |
| INSURED | | INSURER B : | |
| Pelmac Industries, Inc. | | INSURER C : | |
| 12 Commercial Ct. | | INSURER D : | |
| | | INSURER E : | |
| Auburn | NH 03032 | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 20-21 GL & Umb **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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | PHPK2079874 | 01/01/2020 | 01/01/2021 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | Errors & Omissions | $ Included |
| | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | | | PHUB706536 | 01/01/2020 | 01/01/2021 | EACH OCCURRENCE | $ 4,000,000 |
| | | | | | | | AGGREGATE | $ 4,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | | PER STATUTE [ ] 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)

Confirmation of Coverage.

**CERTIFICATE HOLDER**

State of NH, Dept of Administrative Services
Bureau of Purchasing, Property
25 Capitol St. Rm 102
Concord NH 03301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Berrian Insurance Group, Inc.
10375 Park Meadows Drive
Suite 220
Lone Tree CO 80124

CONTACT NAME: Joel Berrian
PHONE (A/C, No, Ext): (303)795-5831 FAX (A/C, No): (303)795-5833
E-MAIL ADDRESS: jberrian@big-ins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : AmGuard Insurance Co. | 42390 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Pelmac Industries, Inc.
12 Commercial Ct.
Auburn NH 03032

**COVERAGES** **CERTIFICATE NUMBER:** 19-20 WC **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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | CLAIMS-MADE / OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | POLICY / PRO-JECT / LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | PEWC007289 | 5/3/2019 | 5/3/2020 | X PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance. * Owners are excluded from the WC coverage.

**CERTIFICATE HOLDER**

Department of Administrative Services
Bureau of Purchasing and Property
25 Capitol Street, RM 102
Concord, NH 03301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE
J Berrian-Exec/BRIAN

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**STATE OF NEW HAMPSHIRE**
**BUREAU OF PURCHASE AND PROPERTY**
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

**DATE:** 11/5/19

**CONTRACT #:** 8002428 **NIGP CODE:** 990-0500

**CONTRACT FOR:** Alarm and Access Control System Maintenance & Monitoring Services

**CONTRACTOR:** Pelmac Industries **VENDOR CODE #:** 156279

**SUBMITTED FOR ACCEPTANCE BY:**

ERICA BRISSON, PURCHASING AGENT DATE 11/5/19
BUREAU OF PURCHASE AND PROPERTY

**********

**RECOMMENDED FOR ACCEPTANCE BY:**

PAUL RHODES, ADMINISTRATOR III DATE 11/5/19
BUREAU OF PURCHASE AND PROPERTY

**********

**APPROVED FOR ACCEPTANCE BY:**

GARY S. LUNETTA, DIRECTOR DATE 11/5/19
DIVISION OF PROCUREMENT & SUPPORT SERVICES

**********

**ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.**

CHARLES M. ARLINGHAUS, COMMISSIONER DATE 11/5/19
DEPARTMENT OF ADMINISTRATIVE SERVICES

**THIRD AMENDMENT TO THE CONTRACT**
**BETWEEN PELMAC INDUSTRIES**
**AND**
**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,**
**FOR ALARM AND ACCESS CONTROL SYSTEM MAINTENANCE AND MONITORING SERVICES**
**CONTRACT # 8002428**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 4 day of November, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pelmac Industries (hereinafter referred to as "the Contractor") for Alarm and Access Control System Maintenance and Monitoring Services.

WHEREAS, pursuant to an agreement effective January 1, 2019, amended by the First Amendment on January 31, 2019, amended by the Second Amendment on September 4, 2019 and set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain alarm and access control system maintenance and monitoring 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 $261,448.91

2. Amend Exhibit B Payment & Pricing; add the following locations:

| AGENCY NAME | ADDRESS | MAINENANCE SERVICES INCLUDED | MONITORING SERVICES INCLUDED | ANNUAL COST 2019 | ANNUAL COST 2020 | ANNUAL COST 2021 |
|---|---|---|---|---|---|---|
| Dept. of Health & Human Services | 105 Pleasant St, Concord, NH | NO | YES | $64.00 | $192.00 | $192.00 |
| Dept. Of Military Affairs & Veteran Services | 1241 Hooksett Rd, Hooksett, NH | NO | YES | $72.00 | $432.00 | $432.00 |
| DOS- Troop C | 15 Ashbrook Court, Keene, NH | NO | YES | 72.00 | $432.00 | $432.000 |

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 1, 2018, shall remain in full force and effect.



Contractor Initials: [illegible]
Date: 11/4/19

**PELMAC INDUSTRIES**

By: _____

Ken Parker
(Print Name)

Title: AREA Sales Consultant

Date: 11/4/19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 4th day of November, 2019,
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Ken Parker

And acknowledge that he executed this document indicated above.

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

Muriel H. Kohler
(Notary Public/Justice of the Peace)

My commission expires:

11-16-2021
(Date)

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

**STATE OF NEW HAMPSHIRE**

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 11-5-19



Contractor Initials: WP
Date: 11/4/19

# CERTIFICATE OF CORPORATE AUTHORITY

AT A DULY AUTHORIZED MEETING OF THE BOARD OF DIRECTORS OF THE Pelmac Industries, Inc
(name of corporation)

held on 11/4/19 Directors were present or waived notice, it was voted that Michael Perrin
(date)

President of this company be and hereby is authorized to execute contracts and bonds
(name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution

of any contract or bond of obligation in this company's name on its behalf of such Michael Perrin
(OFFICER)

under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: Michael Perrin

Place of Business:
12 Commercial Court
Auburn, NH 03032

I hereby certify that I am the Assist Secretary of the Pelmac Industries
(Title) (Name of Corporation)

that Michael Perrin is the duly elected President of said
(Name of Officer) (Title)
company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: Michael Perrin

Name/Title: Assist Secretary

Date: 11/4/19
(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. _____, 20__

Then personally appeared the above named Michael Pellerin and acknowledged the foregoing instrument to be his/her free act and deed before me.

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

NOTARY PUBLIC Muriel H. Kohler
My commission expires: 11-16-2021

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Berrian Insurance Group, Inc.
10375 Park Meadows Drive
Suite 220
Lone Tree CO 80124

CONTACT NAME: Joel Berrian
PHONE (A/C, No, Ext): (303)795-5831 FAX (A/C, No): (303)795-5833
E-MAIL ADDRESS: jberrian@big-ins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Philadelphia Indemnity Ins. Co. | 23850 |
| INSURER B: AmGuard Insurance Co. | 42390 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Pelmac Industries, Inc.
12 Commercial Ct.
Auburn NH 03032

COVERAGES CERTIFICATE NUMBER: 19-20 Liability (WC) 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<br>CLAIMS-MADE X OCCUR<br>X Errors & Omissions<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | PHPK1916030 | 1/1/2019 | 1/1/2020 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>100,000<br>5,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | PHUB657219 | 1/1/2019 | 1/1/2020 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 4,000,000<br>4,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | PEWC007289 | 5/3/2019 | 5/3/2020 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance. * Owners are excluded from the WC coverage.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Purchase & Property
25 Capitol Street
Room 408
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
J Berrian-Exec/BRIAN Joel Berrian

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# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PELMAC INDUSTRIES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 25, 1987. 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: 108623

Certificate Number : 0004525222

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2019.

William M. Gardner
Secretary of State

**STATE OF NEW HAMPSHIRE**
**BUREAU OF PURCHASE AND PROPERTY**
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

**DATE:** 9/3/19

**CONTRACT #:** **8002428** **NIGP CODE:** 990-0500

**CONTRACT FOR:** Alarm and Access Control System Maintenance and Monitoring Services

**CONTRACTOR:** Pelmac Industries **VENDOR CODE #:** 156279

**SUBMITTED FOR ACCEPTANCE BY:**

ERICA BRISSON, PURCHASING AGENT DATE 9/3/19
BUREAU OF PURCHASE AND PROPERTY

**********

**RECOMMENDED FOR ACCEPTANCE BY:**

PAUL RHODES, ADMINISTRATOR III DATE 9/4/19
BUREAU OF PURCHASE AND PROPERTY

**********

**APPROVED FOR ACCEPTANCE BY:**

GARY LUNETTA, DIRECTOR DATE 9/4/19
DIVISION OF PROCUREMENT & SUPPORT SERVICES

**********

**ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.**

CHARLES M. ARLINGHAUS, COMMISSIONER DATE 9/4/19
DEPARTMENT OF ADMINISTRATIVE SERVICES

Form Revised 8/23/2019 LMR

**SECOND AMENDMENT TO THE CONTRACT**
**BETWEEN PELMAC INDUSTRIES**
**AND**
**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,**
**FOR ALARM AND ACCESS CONTROL SYSTEM MAINTENANCE AND MONITORING SERVICES**
**CONTRACT # 8002428**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 30 day of ~~September,~~ August 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pelmac Industries (hereinafter referred to as "the Contractor") for Alarm and Access Control System Maintenance and Monitoring Services.

WHEREAS, pursuant to an agreement effective January 1, 2019,amended by the First Amendment on January 31, 2019 and set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain alarm and access control system maintenance and monitoring 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 $259,128.91

2. Amend Exhibit B Payment & Pricing; add the following locations:

| AGENCY NAME | ADDRESS | MAINTENANCE SERVICES INCLUDED | MONITORING SERVICES INCLUDED | ANNUAL COST 2019 | ANNUAL COST 2020 | ANNUAL COST 2021 |
|---|---|---|---|---|---|---|
| NH Office of Professional Licensure & Certification | 121 S Fruit St. Concord | YES | NO | $420.00 | $841.00 | $841.00 |
| NHDES – Coastal Office | 222 International Drive, Unit 175, Pease Tradeport, Portsmouth | YES | NO | $465.00 | $890.00 | $890.00 |

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 1, 2018, shall remain in full force and effect.



Contractor Initials: KP
Date: 8/30/19

**PELMAC INDUSTRIES**

By: Ken Parker

Ken Parker
(Print Name)

Title: Area Sales Consultant

Date: 8/30/19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 30th day of August, 2019,
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Ken Parker

And acknowledge that he executed this document indicated above.

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

Muriel H. Kohler
(Notary Public/~~Justice of the Peace~~)

My commission expires:

11-16-2021
(Date)

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

**STATE OF NEW HAMPSHIRE**

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 9-4-19



Contractor Initials: KP
Date: 8/30/19

# CERTIFICATE OF CORPORATE AUTHORITY

AT A DULY AUTHORIZED MEETING OF THE BOARD OF DIRECTORS OF THE Pelmac Industries, Inc
(name of corporation)

held on 8/30/19 (date) Directors were present or waived notice, it was voted that Michael Pellerin

President (name and title) of this company be and hereby is authorized to execute contracts and bonds

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution

of any contract or bond of obligation in this company's name on its behalf of such Michael Pellerin (OFFICER)

under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: Michael Pellerin

Place of Business:
12 Commercial Court
Auburn, NH 03032

I hereby certify that I am the Assist Secretary (Title) of the Pelmac Industries, (Name of Corporation)

that Michael Pellerin (Name of Officer) is the duly elected President (Title) of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: Michael Pellerin

Name/Title: Assist Secretary

Date: 8/30/19

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. _____, 20__

Then personally appeared the above named Michael Pellerin and acknowledged the foregoing instrument to be his/her free act and deed before me.

NOTARY PUBLIC Muriel A. Kohler
My commission expires:

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Berrian Insurance Group, Inc.
10375 Park Meadows Drive
Suite 220
Lone Tree CO 80124

CONTACT NAME: Joel Berrian
PHONE (A/C, No, Ext): (303)795-5831 FAX (A/C, No): (303)795-5833
E-MAIL ADDRESS: jberrian@big-ins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Philadelphia Indemnity Ins. Co. | 23850 |
| INSURER B: AmGuard Insurance Co. | 42390 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Pelmac Industries, Inc.
12 Commercial Ct.
Auburn NH 03032

COVERAGES CERTIFICATE NUMBER: 19-20 Liability (WC) 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<br>CLAIMS-MADE X OCCUR<br>X Errors & Omissions<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | PHPK1916030 | 1/1/2019 | 1/1/2020 | 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 |
| | | | | | | | | $ | |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | PHUB657219 | 1/1/2019 | 1/1/2020 | EACH OCCURRENCE | $ | 4,000,000 |
| | | | | | | | AGGREGATE | $ | 4,000,000 |
| | | | | | | | | $ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | PEWC007289 | 5/3/2019 | 5/3/2020 | X PER STATUTE OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |

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

Evidence of Insurance. * Owners are excluded from the WC coverage.

30-day notice of cancellation provided to the certificate holder, unless for not-payment which provides 10-day notice.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Purchase & Property
25 Capitol Street
Room 102
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J Berrian-Exec/BRIAN

Joel Berrian

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The ACORD name and logo are registered marks of ACORD

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PELMAC INDUSTRIES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 25, 1987. 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: **108623**

Certificate Number : **0004525222**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2019.

William M. Gardner
Secretary of State

**STATE OF NEW HAMPSHIRE**
**BUREAU OF PURCHASE AND PROPERTY**
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

**DATE:** 1/30/19

**CONTRACT #:** 8002428 **NIGP CODE:** 990-0500

**CONTRACT FOR:** Alarm and Access Control System Maintenance & Monitoring Services

**CONTRACTOR:** Pelmac Industries **VENDOR CODE #:** 156279

**SUBMITTED FOR ACCEPTANCE BY:**

ERICA BRISSON, PURCHASING AGENT DATE 1-30-19
BUREAU OF PURCHASE AND PROPERTY

**********

**RECOMMENDED FOR ACCEPTANCE BY:**

PAUL RHODES, ADMINISTRATOR III DATE 1/31/19
BUREAU OF PURCHASE AND PROPERTY

**********

**APPROVED FOR ACCEPTANCE BY:**

GARY LUNETTA, DIRECTOR DATE 1/31/19
DIVISION OF PROCUREMENT & SUPPORT SERVICES

**********

**ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.**

CHARLES M. ARLINGHAUS, COMMISSIONER DATE 1/31/19
DEPARTMENT OF ADMINISTRATIVE SERVICES

Revised 11/6/17 PAR

**FIRST AMENDMENT TO THE CONTRACT**
**BETWEEN PELMAC INDUSTRIES**
**AND**
**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,**
**FOR ALARM AND ACCESS CONTROL SYSTEM MAINTENANCE & MONITORING SERVICES**
**CONTRACT # 8002428**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 23 day of January 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Pelmac Industries(hereinafter referred to as "the Contractor") for Alarm and Access Control System Maintenance and Monitoring Services.

WHEREAS, pursuant to an agreement effective January 1, 2019 set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain alarm and access control system maintenance & monitoring 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 $257,026.91

2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period January 1, 2019 to December 31, 2021:

   Locations added to the contract are as follows:

| AGENCY NAME | ADDRESS | MAINTENANCE SERVICES INCLUDED | MONITORING SERVICES INCLUDED | ANNUAL COST 2019 | ANNUAL COST 2019 | ANNUAL COST 2019 |
|---|---|---|---|---|---|---|
| Concord Readiness | 4 Pembroke Rd. Concord | No | Yes | $192 | $192 | $192 |
| US Army National Guard | 771 Canal St. Manchester | No | Yes | $192 | $192 | $192 |
| Walker Building | 21 S. Fruit St. Concord | No | Yes | $192 | $192 | $192 |



Contractor Initials: MP
Date: 1/22/19

| | | | | | | |
|---|---|---|---|---|---|---|
| DOJ- Admin Trailer 3 (Coverage 1/1/19 to 5/31/19) | 27 North State St. Concord | No | Yes | $192 | $192 | $192 |
| DOJ- Admin Trailer 4 (Coverage from 1/1/19 to 5/31/19) | 27 North State St. Concord | No | Yes | $192 | $192 | $192 |
| Storrs Warehouse | 12 Hills Avenue Concord | No | Yes | $192 | $192 | $192 |
| Dept. of Revenue & M/S Building (two panels) | 109 Pleasant St. Concord | Yes | Yes | $1046 | $1046 | $1046 |
| NH Lottery Commission | 14 Integra Drive, Concord | Yes | Yes | $752 | $752 | $752 |

Service and price adjustments made to current locations as follows:

| AGENCY NAME | ADDRESS | MAINTENANCE SERVICES INCLUDED | MONITORING SERVICES INCLUDED | ANNUAL COST 2019 | ANNUAL COST 2019 | ANNUAL COST 2019 |
|---|---|---|---|---|---|---|
| Bureau of Facilities & Assets Management- Annex Building | 115 Pleasant St., Concord | Yes | No | $604 | $604 | $604 |
| NH Hospital | 36 Clinton St., Concord, NH | Yes | No | $604 | $604 | $604 |
| Health & Human Services- John H. Sununu Center | 1056 River Road, Manchester, NH | Yes | No | $192 | $192 | $192 |



Contractor Initials: mf
Date: 1/23/19

3. Amend Exhibit B Payment & Pricing; delete the following locations:

| AGENCY NAME | ADDRESS | MAINTENANCE SERVICES INCLUDED | MONITORING SERVICES INCLUDED | ANNUAL COST 2019 | ANNUAL COST 2019 | ANNUAL COST 2019 |
|---|---|---|---|---|---|---|
| Administrative Services – Office of the Courts | 1 Charles Doe Drive, Concord, NH | Yes | Yes | $998 | $998 | $998 |

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 1, 2018, shall remain in full force and effect.



Contractor Initials: ml
Date: 1/23/19

**PELMAC INDUSTRIES**

By: _____

Daniel Boyce
(Print Name)

Title: Sales Manager

Date: 1-23-19

**STATE OF NEW HAMPSHIRE**

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 1-31-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 23rd day of January, 2019,
There appeared before me, the state and county foresaid a person who satisfactorily identified ~~himself~~ ~~herself~~ as

Michelle Daniel Boyce

And acknowledge that he executed this document indicated above.

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

Muriel H. Kohler
(Notary Public/Justice of the Peace)

My commission expires:

11-16-2021
(Date)

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC
NEW HAMPSHIRE



Contractor Initials: MP
Date: 1/23/19

# CERTIFICATE OF CORPORATE AUTHORITY

AT A DULY AUTHORIZED MEETING OF THE BOARD OF DIRECTORS OF THE Pelmac Industries, Inc.
(name of corporation)

held on 1/23/19 Directors were present or waived notice, it was voted that Michael Pellerin
(date)

President of this company be and hereby is authorized to execute contracts and bonds
(name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution

of any contract or bond of obligation in this company's name on its behalf of such Michael Pellerin
(OFFICER)

under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: Michelle Pellerin

Place of Business:
12 Commercial Court
Auburn, NH 03032

I hereby certify that I am the Assist Secretary of the Pelmac Industries, Inc.
(Title) (Name of Corporation)

that Michael Pellerin is the duly elected President of said
(Name of Officer) (Title)
company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: Michelle Pellerin

Name/Title: Assist Secretary

Date: 1/23/19
(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. _____, 20__

Then personally appeared the above named Michelle Pellerin and acknowledged the foregoing instrument to be his/her free act and deed before me.

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

NOTARY PUBLIC Muriel H. Kohler
My commission expires: 11-16-2021

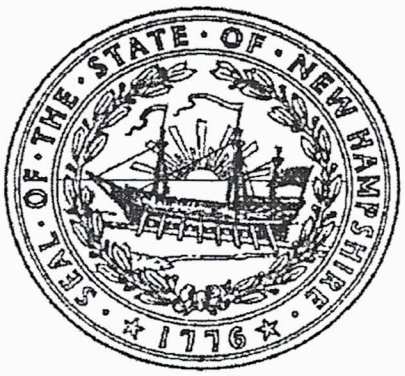
# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PELMAC INDUSTRIES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 25, 1987. 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: **108623**

Certificate Number: **0004206119**




IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of October A.D. 2018.

William M. Gardner
Secretary of State

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Berrian Insurance Group, Inc.
10375 Park Meadows Drive
Suite 220
Lone Tree CO 80124

CONTACT NAME: Joel Berrian
PHONE (A/C, No, Ext): (303) 795-5831 FAX (A/C, No): (303) 795-5833
E-MAIL ADDRESS: jberrian@big-ins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Philadelphia Indemnity Ins. Co. | 23850 |
| INSURER B: AmGuard Insurance Co. | 42390 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Pelmac Industries, Inc.
12 Commercial Ct.
Auburn NH 03032

COVERAGES CERTIFICATE NUMBER: 19-20 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<br>CLAIMS-MADE [X] OCCUR<br>X Errors & Omissions | | | PHPK1916030 | 1/1/2019 | 1/1/2020 | 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 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | OTHER: | | | | | | | $ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE | | | | | | EACH OCCURRENCE | $ | 4,000,000 |
| | | | | | | | AGGREGATE | $ | 4,000,000 |
| | DED X RETENTION $ 10,000 | | | PHUB657219 | 1/1/2019 | 1/1/2020 | | $ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | PEWC800178 | 5/3/2018 | 5/3/2019 | X PER STATUTE / OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |

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

Evidence of Insurance. * Owners are excluded from the WC coverage.

30-day notice of cancellation provided to the certificate holder, unless for non-payment which provides 10-day notice.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
25 Capitol Street
Room 102
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J Berrian-Exec/BRIAN Joel Berrian

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The ACORD name and logo are registered marks of ACORD

**STATE OF NEW HAMPSHIRE**
**BUREAU OF PURCHASE AND PROPERTY**
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

**DATE:** 10/31/2018

**CONTRACT #:** 8002428 **NIGP CODE:** 990-0500

**CONTRACT FOR:** Alarm and Access Control System Maintenance & Monitoring Services

**CONTRACTOR:** Pelmac Industries **VENDOR CODE #:** 156279

**SUBMITTED FOR ACCEPTANCE BY:**

RYAN AUBERT, PURCHASING AGENT DATE 10/31/18
BUREAU OF PURCHASE AND PROPERTY

**********

**RECOMMENDED FOR ACCEPTANCE BY:**

PAUL RHODES, ADMINISTRATOR III DATE 10/31/18
BUREAU OF PURCHASE AND PROPERTY

**********

**APPROVED FOR ACCEPTANCE BY:**

GARY LUNETTA, DIRECTOR DATE 10/31/18
DIVISION OF PROCUREMENT & SUPPORT SERVICES

**********

**ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.**

CHARLES M. ARLINGHAUS, COMMISSIONER DATE 11/1/18
DEPARTMENT OF ADMINISTRATIVE SERVICES

Subject: Alarm and Access Control System Maintenance & Monitoring Services

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<br>State of New Hampshire<br>Department of Administrative Services<br>Bureau of Purchase and Property | | 1.2 State Agency Address<br>State House Annex, Room 102<br>25 Capitol Street<br>Concord, NH 03301 | |
| 1.3 Contractor Name<br>Pelmac Industries | | 1.4 Contractor Address<br>12 Commercial Court<br>Auburn, NH 03032 | |
| 1.5 Contractor Phone Number<br>603-623-5916 | 1.6 Account Number<br>Various | 1.7 Completion Date<br>12/31/2021 | 1.8 Price Limitation<br>$253,060.91 |
| 1.9 Contracting Officer for State Agency<br>Ryan Aubert, Purchasing Agent | | 1.10 State Agency Telephone Number<br>603-271-0580 | |
| 1.11 Contractor Signature<br>Michelle Pierrin | | 1.12 Name and Title of Contractor Signatory<br>Michelle Pierrin, CFO | |

1.13 Acknowledgement: State of New Hampshire, County of Rockingham

On 10-30-2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Muriel H. Kohler

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Muriel H. Kohler, Notary

| | |
|---|---|
| 1.14 State Agency Signature<br>Date: 11/1/18 | 1.15 Name and Title of State Agency Signatory<br>Charles M. Arlinghaus, Commissioner |

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On:

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall became effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.



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7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Contractor Initials 10/29/18
Date MP

**EXHIBIT A**
**SCOPE OF SERVICES**

## 1. INTRODUCTION

Pelmac Industries (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 Alarm and Access Control System Maintenance & Monitoring Services in accordance with the praposal submission in response to State Request for Proposal #2070-18 and as described herein.

## 2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFP 2070-18

## 3. TERM OF CONTRACT

This Contract shall commence January 1, 2019, or upon the approval of Governor and Executive Council, whichever is later, and shall terminate on December 31, 2021, a period of approximately three (3) years, unless extended for additional terms.

The Contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

## 4. SCOPE OF WORK

The term "alarm and access control maintenance and monitoring services", shall include: providing all materials, equipment, labor, and transportation as necessary for the successful completion of the work under the terms and conditions contained herein. Monitoring service is meant to include burglar alarms, boiler alarms, generator alarms, low/high temperature monitoring, and panic/duress alarm systems.

Prior to any work commencing on the alarm systems that are part of any awarded contract, the Contractor shall contact the agency contact to arrange a site visit. Site visits will not be allowed without prior notification to the agency contact person or designee.

### Monthly Reporting

The Contractor shall provide monthly reports summarizing the previous month's maintenance activities (e.g. inspection failures, service calls, repairs). Monthly reports shall be submitted electronically to the purchasing agent assigned to the contract and the agency. The Contractor shall also provide capital improvement plans regarding the equipment, including items like obsolesce



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and upgrade options. These reports are to be submitted to the purchasing agent assigned to the contract.

**Repair Reports**

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.

**Replacement Parts**

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 written authorization of the agency.

**Service & General Requirements**

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 in Exhibit B Section 2. 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 any awarded contract.

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 Coos County. For on-site service for emergency calls in Coos 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.

If the Contractor cannot complete emergency repairs or replace the part(s) within twenty-four (24) hours, the Contractor shall contact the agency contact and indicate why the repair or replacing the part(s) cannot be completed and when the equipment shall be returned to normal use.

The Contractor shall ensure that all system testing and maintenance service shall be accomplished in accordance with the applicable codes, manufacturer recommendations, and any State or Local codes and regulations.

The Contractor shall secure and pay for all permits, inspections, and licenses necessary for the execution of services.

The Contractor shall be responsible for coordinating with the existing monitoring service providers to provide a seamless transition. The State shall be responsible to provide lockout codes for system dialers or new alarm panels as required. The Contractor shall not be allowed to program new dialers without lockout codes without the prior written approval of the State.

The Contractor shall do all the work and furnish all the materials, tools, equipment, transportation, and safety devices necessary to perform the work in the manner and time specified.

All buildings under any awarded contract(s) that shall need security systems upgraded over the term of the contract shall be the responsibility of the Contractor to maintain until the upgrade is complete.



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After the upgrade is completed the Contractor may continue service for the subject facility at the rates specified in the contract or if the upgrade is significant enough as to necessitate an increase in fees, the Contractor shall submit a quote for the increase to the purchasing agent at the Bureau of Purchase of Property. If approved, the contract shall be amended. The State reserves the right to competitively bid any upgraded systems.

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.

All personal shall observe all check-in procedures, escort procedures, and regulations or special restrictions in effect at the State agencies. Each individual agency may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in their facilities.

The Contractor shall provide employee picture identification badges identifying the company name and each employee servicing the State account. All employees while servicing the State shall wear the identification badge.

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.

All work shall 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.

Upon request, the Contractor shall meet with the State either in person or via telephone conference call regarding corrective actions and/or resolution.

Locations may be added by requesting the Contractor(s) to provide a quotation for that new location. Pricing quotations submitted for new locations shall be in line with the pricing established in this Contract.

Locations may be deleted with thirty (30) days written notification.

**Regular Maintenance & Monitoring**

Maintenance pricing shall include labor, transportation, and all system components including all back-up batteries. Each system shall be inspected and tested twice (2) yearly. These inspections shall include the cleaning and adjusting of all system components, 50% sensor activation, and communication to central station verification. Said tests and inspections shall be conducted on weekdays outside of normal business hours (5:01 PM – 7:59 AM) in order to minimize inconvenience to inhabitants.

The Contractor shall promptly report all deficiencies to the Agency Contact Person. Request to repair and/or replace parts shall be approved in advance by the Agency Contact Person prior to any actual work being performed by the Contractor. Parts and materials shall be invoiced not to exceed 10% above Contractor's cost. The State reserves the right to request the Contractor supply the State with invoices from suppliers documenting the Contractor's cost.



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Alarm monitoring services shall consist of twenty-four (24) hour monitoring and dispatching services from an Underwriters Laboratories ("UL") approved central station. The central station shall have been in business far a minimum of five (5) years and shall have passed a minimum of two (2) consecutive UL inspections. The central statian shall be staffed in accardance with UL requirements.

The central station shall supervise apening and closing signals from burglar alarms, provide opening, and closing tracking, scheduled weekly reports and provide daily reports of any alarm signals consisting of time of alarm, name of person notified, and the cause of the alarm if known. Monitoring services shall include twenty-four (24) hour dialer test signals to each location. The central station shall comply with all current local and national codes.

The Contractor shall be responsible to program the communication equipment to ensure that the various digital signals are communicated and received properly at the central station. The central station shall be capable of issuing an unlimited amount of passcodes within twenty-four (24) hours of the request and have the ability to delete security passcodes immediately upon request.

When it is required, the central station shall be capable of calling several State contact personnel when alarms occur. The Contractor shall work with each agency to establish a comprehensive call list that shall ensure a person to person alert. It is not acceptable to leave messages; specific individuals shall be contacted and provided a person to person alert. If for whatever reason the specific individuals cannot be reached after a significant effort, the Contractor shall provide a default number to call for all accounts.

The Contractor shall be responsible to establish appointments and schedules with each individual agency. Contractor shall contact the agency a minimum of two (2) weeks in advance to confirm the scheduled regular maintenance visits.

The Contractor is required to repair and/or replace, at their expense, any defective components to main the systems in proper aperating condition.

After completion of inspection the Contractor shall inform the appropriate site contact person when equipment need repairs to ensure systems are functional. The Contractor shall present after each visit a written summary of the work performed and obtain the State's signature thereon.

**Semi-Annual Testing**

The Contractor shall be responsible to provide a proposed schedule for semi-annual testing to the State a minimum of two (2) weeks after the commencement of any awarded contract.

Any equipment found to be defective as a result of the semi-annual inspection, shall be reported immediately to the site contact person, and shall be repaired and/or replaced within five (5) working days.

The Contractor shall present after each visit a written summary of the work performed and obtain the State's signature thereon.

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



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

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from 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 Contractor or their personnel shall not represent themselves as employees or agents of the State.

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

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

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

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

**5. TERMINATION**

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

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

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP #2070-18, as described herein, and under the terms of this Contract.

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.



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

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

## 8. INSURANCE

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

## 9. CONFIDENTIALITY & CRIMINAL RECORD

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



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**EXHIBIT B**
**PAYMENT TERMS**

## 1. CONTRACT PRICE

The Contractor hereby agrees to provide Alarm and Access Control System Maintenance & Monitoring Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of $253,060.91; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

## 2. PRICING STRUCTURE

| AGENCY NAME | ADDRESS | MAINTENANCE SERVICE INCLUDED | MONITORING SERVICE INCLUDED | Annual Cost 2019 | Annual Cost 2020 | Annual Cost 2021 |
|---|---|---|---|---|---|---|
| NH Police Standards & Training | 17 Institute Drive Concord, NH | YES | YES | $492.00 | $492.00 | $492.00 |
| Administrative Services | 17 Water Street Claremont, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Bridges House 21 Mountain Rd Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |
| Administrative Services | HHS, 29 Hazen Drive Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Johnson Hall 107 Pleasant Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | DOJ, 33 Capitol Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | State Library 20 Park Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Londergan Hall 101 Pleasant Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Materials & Research 5 Hazen Drive Concord, NH | YES | YES | $998.00 | $998.00 | $998.00 |
| Administrative Services | Mechanical Services 33 Smokey Bear Blvd Concord, NH | YES | YES | $998.00 | $998.00 | $998.00 |



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| | | | | | | |
|---|---|---|---|---|---|---|
| Administrative Services | John O. Morton Building 7 Hazen Drive Concord, NH<br><br>*Contractor shall maintain all equipment awarded in this bid provided the equipment is available and not obsolete and/or proprietary to a third party. If replacement equipment is not available, Contractor shall provide a quote for a mutually agreeable comparable replacement. Should equipment be replaced by third party vendor, Pelmac shall resume maintenance of new equipment once the provided warranty has expired. | YES | YES | $998.00 | $998.00 | $998.00 |
| Administrative Services | Old Labor Building 19 Pillsbury Street Concord, NH | YES | YES | $572.00 | $572.00 | $572.00 |
| Administrative Services | Records & Archives 71 South Fruit Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | DOS 33 Hazen Drive Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Spaulding Hall 95 Pleasant Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | State House Annex 25 Capitol Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | State House 107 North Main Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Supreme Court Noble 1 Charles Court Drive Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Noble Drive 1 Charles Court Drive Concord, NH | YES | YES | $998.00 | $998.00 | $998.00 |
| Administrative Services | Upham Walker House18 Park Street Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |
| Administrative Services | White Farm 144 Clinton Street Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |
| Administrative Services | South Spring Street 64 South Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |



Contractor Initials MP
Date 10/29/12

| | | | | | | |
|---|---|---|---|---|---|---|
| Administrative Services | McAuliffe-Shepard Discovery Center 2 Institute Drive Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Veteran's Home | 139 Winter Street Tilton, NH | YES | YES | $492.00 | $492.00 | $492.00 |
| Bureau of Facilities and Assets Management | Annex Building 115 Pleasant Street Concord, NH | YES | YES | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | Brown Building 129 Pleasant Street Concord, NH | YES | YES | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | Trailer #2 129 Pleasant Street Concord, NH | NO | YES | $360.00 | $360.00 | $360.00 |
| Bureau of Facilities and Assets Management | Panics 129 Pleasant Street Concord, NH | NO | NO | $192.00 | $192.00 | $192.00 |
| Bureau of Facilities and Assets Management | Trailer #1 129 Pleasant Street Concord, NH | YES | YES | $360.00 | $360.00 | $360.00 |
| Bureau of Facilities and Assets Management | DHHS 129 Pleasant Street Concord, NH 03301 | YES | NO | $748.00 | $748.00 | $748.00 |
| Bureau of Facilities and Assets Management | Thayer Building 97 Pleasant Street Concord, NH 03301 | YES | YES | $478.00 | $478.00 | $478.00 |
| Bureau of Facilities and Assets Management | DHHS Berlin 650 Main Street Berlin, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Concord 40 Terrill Park Drive Concord, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Conway 73 Hobbs Street Conway, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Concord 7 Eagle Square Concord, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Laconia 65 Beacon Street Laconia, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Littleton 80 North Littleton Road Littleton, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Manchester 1050 Perimeter Road Manchester, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Nashua 26 Whipple Street Nashua, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Portsmouth 15 Rye Street Portsmouth, NH | YES | NO | $844.00 | $844.00 | $844.00 |



Contractor Initials MF
Date 10/29/18

| | | | | | | |
|---|---|---|---|---|---|---|
| Bureau of Facilities and Assets Management | DHHS Rochester 150 Wakefield Street Rochester, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Keene 111 Key Road Keene, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Claremont 17 Water Street Suite 301 Claremont, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| NH Hospital | 36 Clinton Street Concord, NH | YES | YES | $844.00 | $844.00 | $844.00 |
| DHHS | John H. Sununu Center 1056 River Road Manchester, NH | YES | YES | $342.00 | $342.00 | $342.00 |
| DOT- Bridge Maintenance | 249B Pine Wood Drive Allenstown, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| DOT- Bridge Maintenance | 3 Range Road Franklin, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| DOT- Bridge Maintenance | 8 Eastpoint Drive Bedford, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Department of Safety | Epping DMV 315 Calef Highway Epping, NH | YES | YES | $492.00 | $492.00 | $492.00 |
| Department of Safety | Keene DMV 15 Ash Brook Court Keene, NH | YES | YES | $642.00 | $642.00 | $642.00 |
| Department of Safety | Tamworth DMV 1864 White Mountain Highway Tamworth, NH | YES | YES | $642.00 | $642.00 | $642.00 |
| Department of Safety | Twin Mountain DMV/Troop F 549 Route 302 Twin Mountain, NH | YES | YES | $567.00 | $567.00 | $567.00 |
| Department of Safety | 139 Iron Works Road Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |
| Department of Safety | State Police Trailer 139 Iron Works Road Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |
| Department of Safety | Troop G 91 Airport Road Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |

| **Repair Rates (Repair Work/Emergency Service Calls)** | |
|---|---|
| Monday through Friday 7 AM to 4 PM | $75 per hour/per person |
| Monday through Friday 4:01 PM to 6:59 AM | $115 per hour/per person |
| Saturday | $115 per hour/per person |
| Sunday & Holiday* Work<br>*Holidays shall be based on State designated holidays | $115 per hour/per person |

## 3. INVOICE

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



Contractor Initials 10/29/18
Date

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

The invoice shall be sent to the address of the using agency under agreement.

**4. PAYMENT**

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



Contractor Initials nlf
Date 10/29/18

**EXHIBIT C**
**SPECIAL PROVISIONS**

There are no special provisions of this contract.



Contractor Initials MP
Date 10/29/18

**EXHIBIT D**

RFP #2070-18 is incorporated here within.



Contractor Initials MP
Date 10/29/18

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PELMAC INDUSTRIES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 25, 1987. 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: **108623**

Certificate Number: **0004206119**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of October A.D. 2018.

William M. Gardner
Secretary of State

# CERTIFICATE OF CORPORATE AUTHORITY

AT A DULY AUTHORIZED MEETING OF THE BOARD OF DIRECTORS OF THE Pelmac Industries, Inc
(name of corporation)

held on 10/29/18 (date) Directors were present or waived notice, it was voted that Michael Pellerin President (name and title) of this company be and hereby is authorized to execute contracts and bonds

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution

of any contract or bond of obligation in this company's name on its behalf of such Michael Pellerin (OFFICER)

under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: Michelle Pellerin

Place of Business:
12 Commercial Court
Auburn, NH 03032

I hereby certify that I am the Asst. Secretary (Title) of the Pelmac Industries, Inc (Name of Corporation)

that Michael Pellerin (Name of Officer) is the duly elected President (Title) of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: Michelle Pellerin

Name/Title: Asst Secretary

Date: 10/29/18

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. _____, 20__

Then personally appeared the above named Michelle Pellerin and acknowledged the foregoing instrument to be his/her free act and deed before me.

NOTARY PUBLIC Muriel H. Kohler
My commission expires:

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Berrian Insurance Group, Inc.
10375 Park Meadows Drive
Suite 220
Littleton CO 80124

CONTACT NAME: Joel Berrian
PHONE (A/C, No, Ext): (303) 795-5831 FAX (A/C, No): (303) 795-5833
E-MAIL ADDRESS: jberrian@big-ins.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: Philadelphia Indemnity Ins. Co. — 23850
INSURER B: AmGuard Insurance Co. — 42390
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Pelmac Industries, Inc.
12 Commercial Ct.
Auburn NH 03032

COVERAGES — CERTIFICATE NUMBER: 18-19 — 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<br>CLAIMS-MADE [X] OCCUR<br>X Errors & Omissions | | | PHPK1593632 | 1/1/2018 | 1/1/2019 | 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 |
| | GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | OTHER: | | | | | | | $ | |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | PHUB610567568269 | 1/1/2018 | 1/1/2019 | EACH OCCURRENCE | $ | 4,000,000 |
| | | | | | | | AGGREGATE | $ | 4,000,000 |
| | | | | | | | | $ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | PEWC800178 | 5/3/2018 | 5/3/2019 | X PER STATUTE OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |

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

Evidence of Insurance. * Owners are excluded from the WC coverage.

30-day notice of cancellation provided to the certificate holder, unless for not-payment which provides 10-day notice.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Purchase & Property
25 Capitol Street
Room 102
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

J Berrian-Exec/BRIAN Joel Berrian

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**STATE OF NEW HAMPSHIRE**
**BUREAU OF PURCHASE AND PROPERTY**
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

**DATE:** 10/31/2018

**CONTRACT #:** 8002428 **NIGP CODE:** 990-0500

**CONTRACT FOR:** Alarm and Access Control System Maintenance & Monitoring Services

**CONTRACTOR:** Pelmac Industries **VENDOR CODE #:** 156279

**SUBMITTED FOR ACCEPTANCE BY:**

RYAN AUBERT, PURCHASING AGENT DATE 10/31/18
BUREAU OF PURCHASE AND PROPERTY

**********

**RECOMMENDED FOR ACCEPTANCE BY:**

PAUL RHODES, ADMINISTRATOR III DATE 10/31/18
BUREAU OF PURCHASE AND PROPERTY

**********

**APPROVED FOR ACCEPTANCE BY:**

GARY LUNETTA, DIRECTOR DATE 10/31/18
DIVISION OF PROCUREMENT & SUPPORT SERVICES

**********

**ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.**

CHARLES M. ARLINGHAUS, COMMISSIONER DATE 11/1/18
DEPARTMENT OF ADMINISTRATIVE SERVICES

Subject: Alarm and Access Control System Maintenance & Monitoring Services

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<br>State of New Hampshire<br>Department of Administrative Services<br>Bureau of Purchase and Property | | 1.2 State Agency Address<br>State House Annex, Room 102<br>25 Capitol Street<br>Concard, NH 03301 | |
| 1.3 Contractor Name<br>Pelmac Industries | | 1.4 Contractor Address<br>12 Commercial Court<br>Auburn, NH 03032 | |
| 1.5 Contractor Phone Number<br>603-623-5916 | 1.6 Account Number<br>Various | 1.7 Completion Date<br>12/31/2021 | 1.8 Price Limitation<br>$253,060.91 |
| 1.9 Contracting Officer for State Agency<br>Ryan Aubert, Purchasing Agent | | 1.10 State Agency Telephone Number<br>603-271-0580 | |
| 1.11 Contractor Signature<br>Michelle Pellerin | | 1.12 Name and Title of Contractor Signatory<br>Michelle Pellerin, CFO | |

1.13 Acknowledgement: State of New Hampshire, County of Rockingham

On 10-30-2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Muriel H. Kohler

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC NEW HAMPSHIRE

1.13.2 Name and Title of Notary or Justice of the Peace

Muriel H. Kohler, Notary

| | |
|---|---|
| 1.14 State Agency Signature<br>Date: 11/1/18 | 1.15 Name and Title of State Agency Signatory<br>Charles M. Arlinghaus, Commissioner |

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On:

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall became effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.



Contractor Initials MP
Date 10/29/18

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



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**EXHIBIT A**
**SCOPE OF SERVICES**

## 1. INTRODUCTION

Pelmac Industries (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 Alarm and Access Control System Maintenance & Monitoring Services in accordance with the praposal submission in response to State Request for Proposal #2070-18 and as described herein.

## 2. CONTRACT DOCUMENTS

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

a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
b. EXHIBIT A Scope of Services
c. EXHIBIT B Payment Terms
d. EXHIBIT C Special Provisions
e. EXHIBIT D RFP 2070-18

## 3. TERM OF CONTRACT

This Contract shall commence January 1, 2019, or upon the approval of Governor and Executive Council, whichever is later, and shall terminate on December 31, 2021, a period of approximately three (3) years, unless extended for additional terms.

The Contract may be extended for an additional two (2) years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and the with the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

## 4. SCOPE OF WORK

The term "alarm and access control maintenance and monitoring services", shall include: providing all materials, equipment, labor, and transportation as necessary for the successful completion of the work under the terms and conditions contained herein. Monitoring service is meant to include burglar alarms, boiler alarms, generator alarms, low/high temperature monitoring, and panic/duress alarm systems.

Prior to any work commencing on the alarm systems that are part of any awarded contract, the Contractor shall contact the agency contact to arrange a site visit. Site visits will not be allowed without prior notification to the agency contact person or designee.

### Monthly Reporting

The Contractor shall provide monthly reports summarizing the previous month's maintenance activities (e.g. inspection failures, service calls, repairs). Monthly reports shall be submitted electronically to the purchasing agent assigned to the contract and the agency. The Contractor shall also provide capital improvement plans regarding the equipment, including items like obsolesce



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and upgrade options. These reports are to be submitted to the purchasing agent assigned to the contract.

**Repair Reports**

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.

**Replacement Parts**

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 written authorization of the agency.

**Service & General Requirements**

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 in Exhibit B Section 2. 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 any awarded contract.

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 Coos County. For on-site service for emergency calls in Coos 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.

If the Contractor cannot complete emergency repairs or replace the part(s) within twenty-four (24) hours, the Contractor shall contact the agency contact and indicate why the repair or replacing the part(s) cannot be completed and when the equipment shall be returned to normal use.

The Contractor shall ensure that all system testing and maintenance service shall be accomplished in accordance with the applicable codes, manufacturer recommendations, and any State or Local codes and regulations.

The Contractor shall secure and pay for all permits, inspections, and licenses necessary for the execution of services.

The Contractor shall be responsible for coordinating with the existing monitoring service providers to provide a seamless transition. The State shall be responsible to provide lockout codes for system dialers or new alarm panels as required. The Contractor shall not be allowed to program new dialers without lockout codes without the prior written approval of the State.

The Contractor shall do all the work and furnish all the materials, tools, equipment, transportation, and safety devices necessary to perform the work in the manner and time specified.

All buildings under any awarded contract(s) that shall need security systems upgraded over the term of the contract shall be the responsibility of the Contractor to maintain until the upgrade is complete.



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After the upgrade is completed the Contractor may continue service for the subject facility at the rates specified in the contract or if the upgrade is significant enough as to necessitate an increase in fees, the Contractor shall submit a quote for the increase to the purchasing agent at the Bureau of Purchase of Property. If approved, the contract shall be amended. The State reserves the right to competitively bid any upgraded systems.

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.

All personal shall observe all check-in procedures, escort procedures, and regulations or special restrictions in effect at the State agencies. Each individual agency may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in their facilities.

The Contractor shall provide employee picture identification badges identifying the company name and each employee servicing the State account. All employees while servicing the State shall wear the identification badge.

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.

All work shall 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.

Upon request, the Contractor shall meet with the State either in person or via telephone conference call regarding corrective actions and/or resolution.

Locations may be added by requesting the Contractor(s) to provide a quotation for that new location. Pricing quotations submitted for new locations shall be in line with the pricing established in this Contract.

Locations may be deleted with thirty (30) days written notification.

**Regular Maintenance & Monitoring**

Maintenance pricing shall include labor, transportation, and all system components including all back-up batteries. Each system shall be inspected and tested twice (2) yearly. These inspections shall include the cleaning and adjusting of all system components, 50% sensor activation, and communication to central station verification. Said tests and inspections shall be conducted on weekdays outside of normal business hours (5:01 PM – 7:59 AM) in order to minimize inconvenience to inhabitants.

The Contractor shall promptly report all deficiencies to the Agency Contact Person. Request to repair and/or replace parts shall be approved in advance by the Agency Contact Person prior to any actual work being performed by the Contractor. Parts and materials shall be invoiced not to exceed 10% above Contractor's cost. The State reserves the right to request the Contractor supply the State with invoices from suppliers documenting the Contractor's cost.



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Alarm monitoring services shall consist of twenty-four (24) hour monitoring and dispatching services from an Underwriters Laboratories ("UL") approved central station. The central station shall have been in business far a minimum of five (5) years and shall have passed a minimum of two (2) consecutive UL inspections. The central statian shall be staffed in accardance with UL requirements.

The central station shall supervise apening and closing signals from burglar alarms, provide opening, and closing tracking, scheduled weekly reports and provide daily reports of any alarm signals consisting of time of alarm, name of person notified, and the cause of the alarm if known. Monitoring services shall include twenty-four (24) hour dialer test signals to each location. The central station shall comply with all current local and national codes.

The Contractor shall be responsible to program the communication equipment to ensure that the various digital signals are communicated and received properly at the central station. The central station shall be capable of issuing an unlimited amount of passcades within twenty-four (24) hours of the request and have the ability to delete security passcodes immediately upon request.

When it is required, the central station shall be capable of calling several State contact personnel when alarms occur. The Contractor shall work with each agency to establish a comprehensive call list that shall ensure a person to person alert. It is not acceptable to leave messages; specific individuals shall be contacted and provided a person to person alert. If for whatever reason the specific individuals cannot be reached after a significant effort, the Contractor shall provide a default number to call for all accounts.

The Contractor shall be responsible to establish appointments and schedules with each individual agency. Contractor shall contact the agency a minimum of two (2) weeks in advance to confirm the scheduled regular maintenance visits.

The Contractor is required to repair and/or replace, at their expense, any defective components to main the systems in proper aperating condition.

After completion of inspection the Contractor shall inform the appropriate site contact person when equipment need repairs to ensure systems are functional. The Contractor shall present after each visit a written summary of the work performed and obtain the State's signature thereon.

**Semi-Annual Testing**

The Contractor shall be responsible to provide a proposed schedule for semi-annual testing to the State a minimum of two (2) weeks after the commencement of any awarded contract.

Any equipment found to be defective as a result of the semi-annual inspection, shall be reported immediately to the site contact person, and shall be repaired and/or replaced within five (5) working days.

The Contractor shall present after each visit a written summary of the work performed and obtain the State's signature thereon.

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



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

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from 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 Contractor or their personnel shall not represent themselves as employees or agents of the State.

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

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

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

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

## 5. TERMINATION

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

## 6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFP #2070-18, as described herein, and under the terms of this Contract.

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.



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

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

**8. INSURANCE**

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

**9. CONFIDENTIALITY & CRIMINAL RECORD**

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



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**EXHIBIT B**
**PAYMENT TERMS**

## 1. CONTRACT PRICE

The Contractor hereby agrees to provide Alarm and Access Control System Maintenance & Monitoring Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of $253,060.91; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

## 2. PRICING STRUCTURE

| AGENCY NAME | ADDRESS | MAINTENANCE SERVICE INCLUDED | MONITORING SERVICE INCLUDED | Annual Cost 2019 | Annual Cost 2020 | Annual Cost 2021 |
|---|---|---|---|---|---|---|
| NH Police Standards & Training | 17 Institute Drive Concord, NH | YES | YES | $492.00 | $492.00 | $492.00 |
| Administrative Services | 17 Water Street Claremont, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Bridges House 21 Mountain Rd Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |
| Administrative Services | HHS, 29 Hazen Drive Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Johnson Hall 107 Pleasant Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | DOJ, 33 Capital Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | State Library 20 Park Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Londergan Hall 101 Pleasant Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Materials & Research 5 Hazen Drive Concord, NH | YES | YES | $998.00 | $998.00 | $998.00 |
| Administrative Services | Mechanical Services 33 Smokey Bear Blvd Concord, NH | YES | YES | $998.00 | $998.00 | $998.00 |



Contractor Initials MLP
Date 10/24/18

| | | | | | | |
|---|---|---|---|---|---|---|
| Administrative Services | John O. Morton Building 7 Hazen Drive Concord, NH<br><br>*Contractor shall maintain all equipment awarded in this bid provided the equipment is available and not obsolete and/or proprietary to a third party. If replacement equipment is not available, Contractor shall provide a quote for a mutually agreeable comparable replacement. Should equipment be replaced by third party vendar, Pelmac shall resume maintenance of new equipment once the provided warranty has expired. | YES | YES | $998.00 | $998.00 | $998.00 |
| Administrative Services | Old Labor Building 19 Pillsbury Street Concord, NH | YES | YES | $572.00 | $572.00 | $572.00 |
| Administrative Services | Records & Archives 71 South Fruit Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | DOS 33 Hazen Drive Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Spaulding Hall 95 Pleasant Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | State House Annex 25 Capitol Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | State House 107 North Main Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Supreme Court Noble 1 Charles Court Drive Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Administrative Services | Noble Drive 1 Charles Court Drive Concord, NH | YES | YES | $998.00 | $998.00 | $998.00 |
| Administrative Services | Upham Walker House18 Park Street Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |
| Administrative Services | White Farm 144 Clinton Street Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |
| Administrative Services | South Spring Street 64 South Street Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |



Contractor Initials MP
Date 10/29/12

| | | | | | | |
|---|---|---|---|---|---|---|
| Administrative Services | McAuliffe-Shepard Discovery Center 2 Institute Drive Concord, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Veteran's Home | 139 Winter Street Tilton, NH | YES | YES | $492.00 | $492.00 | $492.00 |
| Bureau of Facilities and Assets Management | Annex Building 115 Pleasant Street Concord, NH | YES | YES | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | Brown Building 129 Pleasant Street Concord, NH | YES | YES | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | Trailer #2 129 Pleasant Street Concord, NH | NO | YES | $360.00 | $360.00 | $360.00 |
| Bureau of Facilities and Assets Management | Panics 129 Pleasant Street Concord, NH | NO | NO | $192.00 | $192.00 | $192.00 |
| Bureau of Facilities and Assets Management | Trailer #1 129 Pleasant Street Concord, NH | YES | YES | $360.00 | $360.00 | $360.00 |
| Bureau of Facilities and Assets Management | DHHS 129 Pleasant Street Concord, NH 03301 | YES | NO | $748.00 | $748.00 | $748.00 |
| Bureau of Facilities and Assets Management | Thayer Building 97 Pleasant Street Concord, NH 03301 | YES | YES | $478.00 | $478.00 | $478.00 |
| Bureau of Facilities and Assets Management | DHHS Berlin 650 Main Street Berlin, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Concord 40 Terrill Park Drive Concord, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Conway 73 Hobbs Street Conway, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Concord 7 Eagle Square Concord, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Laconia 65 Beacon Street Laconia, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Littleton 80 North Littleton Road Littleton, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Manchester 1050 Perimeter Road Manchester, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Nashua 26 Whipple Street Nashua, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Portsmouth 15 Rye Street Portsmouth, NH | YES | NO | $844.00 | $844.00 | $844.00 |



Contractor Initials MF
Date 10/29/15

| | | | | | | |
|---|---|---|---|---|---|---|
| Bureau of Facilities and Assets Management | DHHS Rochester 150 Wakefield Street Rochester, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Keene 111 Key Road Keene, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| Bureau of Facilities and Assets Management | DHHS Claremant 17 Water Street Suite 301 Claremont, NH | YES | NO | $844.00 | $844.00 | $844.00 |
| NH Hospital | 36 Clinton Street Concord, NH | YES | YES | $844.00 | $844.00 | $844.00 |
| DHHS | John H. Sununu Center 1056 River Road Manchester, NH | YES | YES | $342.00 | $342.00 | $342.00 |
| DOT- Bridge Maintenance | 249B Pine Wood Drive Allenstown, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| DOT- Bridge Maintenance | 3 Range Road Franklin, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| DOT- Bridge Maintenance | 8 Eastpoint Drive Bedford, NH | NO | YES | $192.00 | $192.00 | $192.00 |
| Department of Safety | Epping DMV 315 Calef Highway Epping, NH | YES | YES | $492.00 | $492.00 | $492.00 |
| Department of Safety | Keene DMV 15 Ash Brook Court Keene, NH | YES | YES | $642.00 | $642.00 | $642.00 |
| Department of Safety | Tamworth DMV 1864 White Mountain Highway Tamworth, NH | YES | YES | $642.00 | $642.00 | $642.00 |
| Department of Safety | Twin Mountain DMV/Troop F 549 Route 302 Twin Mountain, NH | YES | YES | $567.00 | $567.00 | $567.00 |
| Department of Safety | 139 Iron Works Road Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |
| Department of Safety | State Police Trailer 139 Iron Works Road Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |
| Department of Safety | Troop G 91 Airport Road Concord, NH | YES | YES | $417.00 | $417.00 | $417.00 |

| **Repair Rates (Repair Work/Emergency Service Calls)** | |
|---|---|
| Monday through Friday 7 AM to 4 PM | $75 per hour/per person |
| Monday through Friday 4:01 PM to 6:59 AM | $115 per hour/per person |
| Saturday | $115 per hour/per person |
| Sunday & Holiday* Work<br>*Holidays shall be based on State designated holidays | $115 per hour/per person |

## 3. INVOICE

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



Contractor Initials 10/29/18
Date MC

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

The invoice shall be sent to the address of the using agency under agreement.

**4. PAYMENT**

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



Contractor Initials nl
Date 10/29/18

**EXHIBIT C**
**SPECIAL PROVISIONS**

There are no special provisions of this contract.



Contractor Initials MP
Date 10/30/18

**EXHIBIT D**

RFP #2070-18 is incorporated here within.



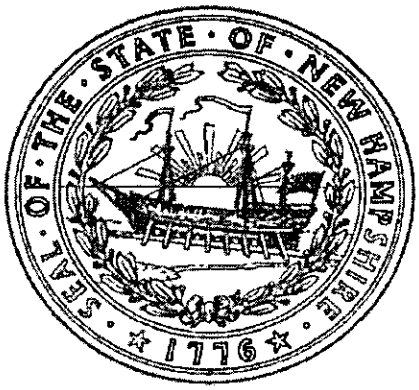
Contractor Initials MP
Date 10/29/18

# State of New Hampshire
# Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PELMAC INDUSTRIES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 25, 1987. 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: **108623**
Certificate Number: **0004206119**




IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of October A.D. 2018.

William M. Gardner
Secretary of State

# CERTIFICATE OF CORPORATE AUTHORITY

AT A DULY AUTHORIZED MEETING OF THE BOARD OF DIRECTORS OF THE Pelmac Industries, Inc
(name of corporation)

held on 10/29/18 (date) Directors were present or waived notice, it was voted that Michael Pellerin President (name and title) of this company be and hereby is authorized to execute contracts and bonds

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution

of any contract or bond of obligation in this company's name on its behalf of such Michael Pellerin (OFFICER)

under seal of the company shall be valid and binding upon this company.

A TRUE COPY,

ATTEST: Michelle Pellerin

Place of Business:
12 Commercial Court
Auburn, NH 03032

I hereby certify that I am the Asst. Secretary (Title) of the Pelmac Industries, Inc (Name of Corporation)

that Michael Pellerin (Name of Officer) is the duly elected President (Title) of said company, and the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: Michelle Pellerin

Name/Title: Asst Secretary

Date: 10/29/18

(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. _____, 20__

Then personally appeared the above named Michelle Pellerin and acknowledged the foregoing instrument to be his/her free act and deed before me.

NOTARY PUBLIC Muriel H. Kohler
My commission expires:

MURIEL H. KOHLER
MY COMMISSION EXPIRES NOV. 16, 2021
NOTARY PUBLIC
NEW HAMPSHIRE

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Berrian Insurance Group, Inc.
10375 Park Meadows Drive
Suite 220
Littleton CO 80124

CONTACT NAME: Joel Berrian
PHONE (A/C, No, Ext): (303) 795-5831 FAX (A/C, No): (303) 795-5833
E-MAIL ADDRESS: jberrian@big-ins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Philadelphia Indemnity Ins. Co. | 23850 |
| INSURER B: AmGuard Insurance Co. | 42390 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Pelmac Industries, Inc.
12 Commercial Ct.
Auburn NH 03032

COVERAGES CERTIFICATE NUMBER: 18-19 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<br>CLAIMS-MADE [X] OCCUR | | | | | | EACH OCCURRENCE | $ | 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 100,000 |
| | X Errors & Omissions | | | PHPK1593632 | 1/1/2018 | 1/1/2019 | MED EXP (Any one person) | $ | 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | X POLICY [ ] PRO-JECT [ ] LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | OTHER: | | | | | | | $ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ | |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ | 4,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ | 4,000,000 |
| | DED X RETENTION $ 10,000 | | | PHUB610567568269 | 1/1/2018 | 1/1/2019 | | $ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | PEWC800178 | 5/3/2018 | 5/3/2019 | X PER STATUTE / OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance. * Owners are excluded from the WC coverage.

30-day notice of cancellation provided to the certificate holder, unless for not-payment which provides 10-day notice.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Bureau of Purchase & Property
25 Capitol Street
Room 102
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
J Berrian-Exec/BRIAN Joel Berrian

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