



**REQUEST FOR PROPOSAL**

**2021-11-ALARM**

**SECURITY ALARM AND FIRE PANEL  
MONITORING, MAINTENANCE AND SERVICE**

**July 30, 2021**

**Issued by:**



**New Hampshire  
Liquor Commission  
50 Storrs Street  
Concord, NH 03301**

This Page intentionally left blank

## TABLE OF CONTENTS

<b>TABLE 1: SCHEDULE .....</b>	<b>1</b>
<b>PART I - GENERAL INFORMATION FOR PROPOSERS .....</b>	<b>2</b>
1. PURPOSE .....	2
2. ISSUING OFFICER.....	2
3. SCOPE .....	2
4. PROPOSED SCOPE OF WORK.....	2
<b>PART II - RFP TERMS AND INSTRUCTIONS.....</b>	<b>8</b>
1. TYPE OF CONTRACT .....	8
2. RFP INQUIRIES AND RESPONSES .....	8
3. STANDARD CONTRACT TERMS .....	8
4. AMENDMENT TO THE RFP.....	8
5. PROPOSAL FORMAT .....	9
6. PROPOSALS AND AWARDS: NON-EXCLUSIVE AGREEMENT.....	9
7. PROPOSAL SUBMISSION .....	9
8. PLANNED EVALUATIONS .....	10
9. INITIAL SCREENING.....	10
10. REVIEW OF TECHNICAL PROPOSALS .....	10
11. SCORING OF COST PROPOSALS .....	11
12. BEST AND FINAL OFFER .....	11
13. FINAL SELECTION .....	11
14. RIGHTS OF THE NHLC IN ACCEPTING AND EVALUATING PROPOSALS .....	11
15. NON-COLLUSION .....	12
16. PROPERTY OF THE NHLC.....	12
17. CONFIDENTIALITY OF A PROPOSAL.....	12
18. PUBLIC DISCLOSURE .....	12
19. NON-COMMITMENT .....	13
20. PROPOSAL PREPARATION COST.....	13
21. ETHICAL REQUIREMENTS.....	13
22. CHALLENGES ON FORM OR PROCESS OF THE RFP .....	13
23. RESTRICTION OF CONTACT WITH NHLC EMPLOYEES.....	14
<b>PART III - INFORMATION REQUIRED FROM THE PROPOSERS.....</b>	<b>15</b>
1. EXPERIENCE .....	15
2. PRICING.....	15
<b>PART IV – CRITERIA FOR SELECTION .....</b>	<b>17</b>
1. MANDATORY RESPONSIVENESS REQUIREMENTS .....	17
2. CRITERIA FOR SELECTION.....	17
<b>APPENDICES</b>	
<b>APPENDIX A – GENERAL PROVISIONS, FORM P-37 .....</b>	<b>19</b>
<b>APPENDIX B – GENERAL EQUIPMENT LIST .....</b>	<b>24</b>
<b>APPENDIX C - STORE LOCATIONS.....</b>	<b>25</b>

**TABLE 1: SCHEDULE**

The following table sets forth the Schedule for this Request for Proposal (“RFP”). The Schedule is subject to change at the sole discretion of the New Hampshire Liquor Commission (“NHLC”). Any changes will be posted on the NHLC official website, [https://www.nh.gov/liquor/public\\_notices.shtml](https://www.nh.gov/liquor/public_notices.shtml) Proposers are responsible for checking the website for any schedule changes.

<b><u>Events</u></b>	<b><u>Responsibility</u></b>	<b><u>Date</u></b>
Request for Proposals Issued:	NHLC	Friday, July 30, 2021
Deadline to Submit Inquiries By Electronic mail to NHLC Issuing Officer	Potential Respondents	Wednesday, August 11, 2021 by 2:00 p.m.
Anticipated Response Date to Inquiries	NHLC	Wednesday, August 18, 2021
Deadline for Submission of Sealed Proposals	Proposers	Wednesday, August 25, 2021, by 2:00 p.m.

## **PART I - GENERAL INFORMATION FOR PROPOSERS**

### **1. PURPOSE**

The NHLC seeks to procure services for security alarm and fire panel monitoring, maintenance, service, and installation at NHLC Headquarters and all NHLC Liquor & Wine Outlet locations. The NHLC is issuing this Request for Proposal (RFP) as a vehicle for soliciting and evaluating proposals from interested companies with the goal of contracting with one certified Contractor (“Contractor” or “Proposer”).

### **2. ISSUING OFFICER**

The Issuing Officer responsible for managing the RFP process and the sole point of contact is:

Ms. Janet Donnelly, Paralegal  
NH Liquor Commission,  
50 Storrs Street  
Concord, NH, 03301  
(email: [janet.donnelly@liquor.nh.gov](mailto:janet.donnelly@liquor.nh.gov))

All inquiries regarding this RFP must be submitted electronically to the Issuing Officer.

### **3. SCOPE**

This RFP contains instructions governing the required content of proposals, terms governing this procurement process, a description of the services sought by the NHLC, requirements that a proposer must satisfy to be eligible for consideration, evaluation criteria, standard contract terms and conditions, and other requirements that must be satisfied by each proposal.

### **4. PROPOSED SCOPE OF WORK**

#### **A. Minimum Qualifications**

The successful Contractor shall have a minimum of five (5) years’ experience providing alarm system services for commercial projects.

The successful Contractor shall have the technical capability and employ a sufficient number of trained technicians to service NHLC Headquarters (consisting of administrative offices, a warehouse and the Enforcement Division) and all Liquor & Wine Outlets according to the following requirements:

- 1) Contractor shall provide monitoring for all burglar and fire security systems 24 hours per day, 7 days per week.
- 2) Contractor shall be available by telephone to respond to service calls within five (5) minutes of report of occurrence.
- 3) Contractor shall physically respond to the site within two (2) hours of report of occurrence provided, however, that the acceptable response time for sites within Coos County shall be three (3) hours.
- 4) Contractor shall make service available 24 hours per day, 7 days per week.

## **B. Project Deliverables**

The successful Contractor will be expected to provide the following services for all NHLC facilities, consisting of Concord Headquarters (including a warehouse and the Enforcement Division) and all NHLC retail store locations throughout New Hampshire:

- 1) Twenty-four (24) hour monitoring of all fire and security panels;
- 2) Preventive maintenance, testing, and service for all systems, including approximately seventy (70) burglary systems, five (5) Keri key-fob access systems, and twenty-one (21) fire alarm systems;
- 3) Repair and installation of all alarm systems including:
  - a. Implementing modifications to pass codes within 24 hours of request;
  - b. Deleting of security codes immediately upon request; and
  - c. Providing remote access to designated NHLC staff to communicate with the security panel at all facilities and upload or remove employee access codes; and
- 4) Support the existing Keri System software access systems, including:
  - a. Supplying key fobs for the Keri System within one (1) week of request; and
  - b. Providing software upgrades as they become available.

NHLC retail store locations are set out in **Appendix C** and are subject to change as stores may be opened, closed, or relocated to meet NHLC business needs.

A list of equipment currently in use is provided in **Appendix B**.

Required deliverables for monitoring, maintenance, and testing include the following:

### **Monitoring Services**

- 1) The Contractor shall provide monitoring services for all NHLC burglar alarms, fire alarms, panic or duress alarms, and alarm systems for boilers, generators, and low/high temperature alarms.
- 2) Monitoring service shall include twenty-four (24) hour dialer signals to each location.
- 3) Contractor shall provide twenty-four (24) hour monitoring and dispatching services from a U.L. approved central station. The central station must have been in business for a minimum of five (5) years and shall have passed a minimum of two consecutive U.L. inspections. The central station must be staffed by a minimum of two properly trained employees, 24 hours per day, and 365 days per year. The central station must be capable of monitoring and providing radio or cellular backup.
- 4) The central station monitoring services shall comply with all current local and national codes, including but not limited to the U.L. Standards for Central Stations and the National Fire Protection Association (NFPA) Fire Alarm and Signaling Code.
- 5) **The central station must be capable of calling several NHLC contact personnel when alarms occur. Failure to comply with this requirement will be grounds for default.**
- 6) The central station shall compile and retain an accurate list of call-back employees for each location. Contractor shall provide dealer-level access to monitoring station web portal to

designated NHLC employee(s) for the purpose of updating responding party (RP) lists; open/close windows, user information and the ability to produce reports. Lastly, to have the ability to place accounts on “test” or “remove test” status from accounts.

- 7) The central station shall supervise opening and closing signals of all NHLC’s burglar alarms.
- 8) The central station shall provide e-notifications to the NHLC of any supervised openings and closings outside normal parameters to designated NHLC staff. In addition to e-notifications of any alarms including date, time, zone, etc.
- 9) Upon request, the Contractor shall research issues as they arise related to the communication of an alarm event and, if necessary, shall meet with the NHLC either in person or via telephone conference call regarding corrective actions and trouble resolution upon request.
- 10) The NHLC shall be responsible to provide lockout codes for system dialers or new alarm panels as required. Contractors shall not be authorized to program new dialers with lockout codes without prior approval from the NHLC.
- 11) The Contractor shall program the communications equipment to ensure that various digital signals are transmitted and received properly at the central station.

### **Preventive Maintenance**

- 1) The Contractor shall provide preventative maintenance to include all parts and labor on all system components. The Contractor shall repair or replace any defective components to maintain system integrity. Each location shall be inspected and tested annually. Requests to repair or replace equipment shall be approved in advance by the NHLC Contracting Officer prior to any actual work being performed by the Contractor.
- 2) The Contractor shall be responsible to provide a proposed schedule for annual testing to the State a minimum of two weeks (10 working days) before the actual inspections occur.
- 3) Any work over \$500.00 shall require a written estimate prior to scheduling the work.
- 4) Any service required above and beyond normal manufacturer preventative maintenance will require an estimate. The Contractor shall provide the estimate and obtain approval from the Contract Officer, before any work is performed.

### **Burglar Alarm System Maintenance, Testing, and Repair**

- 1) Contractor shall provide twenty-four hour service, parts, and labor on all system components.
- 2) Contractor shall conduct annual inspections and testing, consisting of cleaning and adjusting of all system components, 100% sensor activation and communication to central station verification. **Testing shall be conducted on weekdays between 8:00 A.M. and 5:00 P.M.** All devices shall be tested a minimum of once during a calendar year.
- 3) The contractor is required to repair or replace any defective components to maintain the systems in proper operating condition. System components shall include any and all back-up batteries.
- 4) Prior to repairing or replacing defective peripheral units, such as key pads, sensors, motion detectors, doors, and panic buttons, Contractor shall obtain approval from the NHLC Contracting Officer.
- 5) Any work over \$500.00 shall require a written estimate prior to scheduling the work.

## **Fire Alarm System Maintenance and Testing**

- 1) Contractor shall provide twenty-four hour service, parts and labor on all system components.
- 2) Contractor shall have a delegate that is listed as an agent within all municipalities where fire panels are currently installed, as well as become an agent at any future locations where it is required to short-arm for the purpose of fire system maintenance, repair, or testing.
- 3) Contractor shall conduct annual fire alarm inspections consisting cleaning and adjusting of all system components, 50% detector activation, relay operation and all interlocks i.e. elevators, air handlers, etc. audible testing and communication to central station verification. Contractor **MUST** have the authority to short arm a radio box, if necessary, to perform any inspections, testing and maintenance. **Testing shall be conducted on week days between 8:00 A.M. and 5:00 P.M.**
- 4) Annual tests shall be performed so that all initiating devices are tested at least once in a calendar year. The Contractor shall provide a proposed schedule for annual testing to the NHLC a minimum of two weeks (10 working days) before the actual inspections occur. The Contractor shall have in their employ a sufficient number of trained technicians so that annual inspections are completed on time as scheduled.
- 5) All fire alarm system testing and maintenance service shall be accomplished as required by NFPA Code, manufacturer recommendations and any state or local fire codes.
- 6) Any fire alarm equipment found to be defective from these inspections must be repaired within **two (2)** working days.
- 7) Contractor shall repair or replace any defective components to maintain the systems in proper operating condition, including defective components in the main fire panel and any and all batteries.
- 8) Prior to repairing or replacing defective peripheral units, such as smoke detectors, heat detectors, pull stations, and light/horn units; Contractor shall obtain approval from the NHLC Contracting Officer.
- 9) Any work over \$500.00 shall require a written estimate prior to scheduling the work.

## **C. Additional Requirements**

- 1) The Contractor shall secure and pay for all permits, inspections, and licenses necessary for the execution of work.
- 2) The Contractor shall perform all work and furnish all materials, tools, equipment, and safety devices necessary for to perform the work in the time specified.
- 3) The Contractor shall have readily available and supply all replacement parts, which shall be new and of the same quality and brand as that being replaced. Substitutions will be permitted only with prior authorization of the NHLC Contracting Officer or his or her designee.
- 4) The Contractor shall perform all work according to the best practices and standards of the trade and in accordance with the local, state and federal codes.
- 5) The Contractor shall complete work to the satisfaction of the NHLC and in accordance with the specifications herein mentioned, at the price herein.
- 6) Major projects or services shall require an estimate prior to work commencing, which estimate shall be provided at no charge to the NHLC.



- 7) The Contractor shall guarantee all materials and installation under normal use to be free from defects or poor workmanship for a period of one (1) year from the date of acceptance.
- 8) Normal Working Hours: Normal hours are considered to be 8:00 AM to 5:00 PM, Monday through Friday.
- 9) Other Hours: Other hours shall be considered overtime, holidays, and weekends.
- 10) The Contractor shall take all responsibility for work under this contract, for the protection of the work, and for preventing injuries to persons and damage to property and utilities on or about the work. The Contractor shall in no way be relieved of its responsibility by any right of the NHLC to give permission or issue orders relating to any part of the work, or by any such permission given on orders issued or by failure of the NHLC to give such permission or issue such orders.
- 11) The Contractor shall bear all losses on account of the amount or character of the work performed, or because the nature in which the work performed is different from what was estimated or expected, or on account of the weather, elements, or other causes.
- 12) The NHLC shall require correction of defective work or damages to any part of the building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall place in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure by the Contractor to proceed promptly with the necessary corrections, the State may withhold any monetary amount necessary to correct all defective work or damages from payments to the Contractor.
- 13) The Contractor's staff shall consist of qualified technicians who are completely familiar with the products and equipment they shall use. The NHLC Contracting Officer(s) may require the Contractor to dismiss such employees as they deem 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.
- 14) **The NHLC may request that the Contractor provide security clearance and background checks for any Contractor representative working at any NHLC location.**
- 15) Contractor shall provide photo identification badges for all its employees and employees or representatives shall wear the photo identification badges when working at any NHLC location.
- 16) The Contractor or their staff shall not represent themselves as employees or agents of the State.
- 17) While on the NHLC property, Contractor's staff shall be subject to control of the State, but under no circumstances shall such staff be deemed to be employees of the State or NHLC.
- 18) The Contractor and its staff shall observe all regulations or special restrictions in effect at the location being serviced.
- 19) The Contractor and its staff shall perform all work in such a manner as not to inconvenience building occupants. The Contractor shall determine the NHLC's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner

- 20) The Contractor and its staff shall be allowed only in areas where work is being performed. The use of state telephones is prohibited.
- 21) Any Contract resulting from this RFP shall not, in whole or in part, be subcontracted, assigned, or otherwise transferred to any other Contractor without prior written approval by the NHLC. In the event the NHLC approves the use of a subcontractor, the Contractor shall be directly responsible for subcontractor's performance and work quality. Subcontractors must abide by all terms and conditions under this RFP and any resulting contract.

## PART II - RFP TERMS AND INSTRUCTIONS

### 1. TYPE OF CONTRACT

Any contract resulting from this RFP shall be structured as a not-to-exceed contract.

### 2. RFP INQUIRIES AND RESPONSES

All inquiries concerning this RFP, including requests for clarifications, requests for changes to the RFP, and questions regarding New Hampshire Form P-37, which is attached to this RFP as **Appendix A**, shall be submitted via email to Janet.Donnely@liquor.nh.gov, who shall be the Issuing Officer and single point of contact for this RFP. Proposers shall not contact the Issuing Officer by phone with any inquiries. Proposers shall not contact the issuing officer after the close of the proposal inquiry period. **All inquiries must be received by the RFP Issuing Officer no later than 2:00 p.m. on Wednesday, August 11, 2021.** Inquiries received after the Proposer Inquiry Period shall not be considered properly submitted, and the NHLC may exercise its discretion in determining whether to provide an answer.

The NHLC intends to issue official responses to properly submitted inquiries on or before the date specified in the Schedule; however, this date is subject to change at the NHLC's discretion. The NHLC may consolidate or paraphrase questions for efficiency and clarity. The NHLC may amend this RFP on its own initiative or in response to issues raised by inquiries. Oral statements, representations, clarifications, or modifications shall not be binding upon the NHLC. The NHLC will post responses at: [https://www.nh.gov/liquor/public\\_notices.shtml](https://www.nh.gov/liquor/public_notices.shtml). Proposers are responsible for viewing updated information online before submitting a proposal.

### 3. STANDARD CONTRACT TERMS

The NHLC may consider modifications of the State Form P-37. To the extent that a Proposer believes that exceptions to the standard form contract will be necessary for the Proposer to enter into the Agreement, **the Proposer should note those issues during the Proposer Inquiry Period.** The NHLC will review requested exceptions and accept, reject, or note that it is open to negotiation of the proposed exception at its sole discretion. If the NHLC accepts a Proposer's exception, the NHLC will, at the conclusion of the inquiry period, provide notice to all potential Proposers of the exceptions which have been accepted or deemed negotiable and indicate that exception is available to all potential Proposers. **Any exceptions to the standard form contract that are not raised during the Proposer Inquiry Period are waived.** In no event is a Proposer to submit its own standard contract terms and conditions as a replacement for the State's terms in response to this solicitation.

### 4. AMENDMENT TO THE RFP

The NHLC may amend this RFP at any time at its sole discretion. The NHLC will post any amendments on the NHLC's website at: [https://www.nh.gov/liquor/public\\_notices.shtml](https://www.nh.gov/liquor/public_notices.shtml). In the event that the NHLC deem it necessary to amend this RFP, the NHLC may extend deadlines and/or invite submission of additional information from proposers at any time. Proposers are responsible for checking the website periodically for any new information or amendments to the RFP. The NHLC shall not be bound by any verbal information or any written information that is not contained within the RFP or formally issued as an amendment.

## 5. PROPOSAL FORMAT

Proposers must submit a complete response to this RFP using the format specified in Part III. An official authorized to bind the proposer to its proposal must sign the proposal.

## 6. PROPOSALS AND AWARDS; NON-EXCLUSIVE AGREEMENT

The NHLC intends to award a contract to one proposer. Notwithstanding the foregoing or any provision of this RFP to the contrary, the NHLC reserves the right, at any time and in its sole discretion, to reject any or all proposals, wholly or in part, and/or to award multiple contracts to one or more proposers, wholly or in part. A contractor will **not** retain any exclusive rights to provide the services and supplies described in this RFP during the term of a contract or any extension thereto. The NHLC may, at its sole discretion, obtain services and related materials from other contractors.

## 7. PROPOSAL SUBMISSION

1. **Proposal Submission Deadline:** Proposals must be submitted in hard copy and clearly marked “New Hampshire Liquor Commission, Response to RFP 2021-11-ALARM.” Proposals must be submitted to the NHLC later than the Closing Date and Time in Table 1: *Schedule*. Any proposer that elects to mail its proposal must allow sufficient mail delivery time. The NHLC accepts no responsibility for mislabeled, damaged, or delayed mail. Proposals will not be accepted via electronic mail or facsimile transmission. The receipt of a proposal by the State’s mail system does not qualify as receipt of a proposal by the Issuing Office.
  - i. If due to inclement weather, natural disaster or any other cause, the location to which proposals are to be returned is closed on the Closing Date and Time in Table 1: *Schedule*, the deadline for submission shall be automatically extended until the next NHLC business day on which the office is open, unless the respondents are otherwise notified. The time for submission of proposals shall remain the same. Proposals not submitted by the Closing Date and Time in Table 1: *Schedule* or as otherwise extended pursuant to this RFP will be rejected.
2. **Proposal Receipt:** A proposal will be considered received on the date and time of the NHLC’s receipt as officially documented by the NHLC.
3. **Proposal Information:**
  - i. The NHLC will accept proposals until the deadline date in Table 1: *Schedule*. Proposal packages may be delivered to the address below and identified on the envelope as:

Proposals:           New Hampshire Liquor Commission  
                          ATTN: “Janet Donnelly, RFP 2021-11-ALARM”  
                          50 Storrs Street  
                          Concord, NH 03301

From: Company/Proposer Name  
Address of Proposer  
Phone No. Of Proposer  
Fax No. of Proposer  
Email Address of Proposer:

All Proposal packets submitted must consist of:

1. One (1) original (clearly identified as such) and three (3) copies of the “Technical Proposal,” including all required attachments; and
  2. One (1) original Cost Proposal in a separate and **sealed** envelope labeled “COST PROPOSAL.”
- ii. Proposers are advised to carefully read and complete all information requested in this RFP. If the Proposer’s response does not comply with the conditions for submittal to this RFP, **it may be considered unacceptable by the NHLC and may be rejected without further consideration.**
  - iii. The contents of the proposal of the successful proposers(s) will become contractual obligations, except to the extent the contents are changed through best and final offers or contract discussions. The finalized and approved contract language shall prevail over the proposal in the event of any inconsistency or ambiguity;
  - iv. In submitting the proposal, the Proposer agrees that the proposal will remain valid for one hundred eighty (180) calendar days after the closing date for submission of proposals and may be extended beyond that by mutual agreement.

## 8. **PLANNED EVALUATIONS**

The NHLC will use the following process:

- Initial screening to ensure that the Proposals are in compliance with submission requirements;
- Evaluation of Technical Proposals and scoring;
- Review of Cost Proposals and final scoring;
- Best and Final Offer (BAFO), if deemed beneficial; and
- Select the highest scoring Proposer and begin contract negotiation.

## 9. **INITIAL SCREENING**

The NHLC may reject a proposal that fails to satisfy minimum requirements.

## 10. **REVIEW OF TECHNICAL PROPOSALS**

The NHLC will select an evaluation team to score Technical Proposals.

**11. SCORING OF COST PROPOSALS**

The evaluation team will unseal and review Cost Proposals after scoring the other criteria. Each Cost Proposal will be scored independently according to the following formula:

$$\text{Vendor's Cost Proposal Score} = \left( \frac{\text{Lowest Proposed Cost}}{\text{Vendor's Proposed Cost}} \right) \times \text{Total Possible Points}$$

Proposers are advised that this **is not a lowest bid award** and that the score of the Cost Proposal will be combined with the other categories to determine the highest scoring Proposer.

**12. BEST AND FINAL OFFER**

Upon completion of the scoring process, the NHLC may, at its sole discretion, invite the highest-scoring Proposers to submit a “Best and Final Offer” (BAFO). The NHLC is under no obligation to solicit or accept a BAFO from any Proposers. Proposers are encouraged to provide their most competitive prices in their initial proposals in the event the NHLC does not request a BAFO.

If the NHLC invites a Proposer to submit a BAFO, the NHLC will provide a submission deadline. The NHLC may communicate any price target(s) that it is seeking in the BAFO. All restrictions on contact with NHLC employees shall remain in effect for the BAFO period.

Each invited Proposer may only make one BAFO. The BAFO may not alter the substance of the technical proposal. The BAFO may amend the Proposer’s initial Cost Proposal only.

To the extent the NHLC solicits and receives a BAFO pursuant to this section, the NHLC will re-score the BAFO participants’ price. The NHLC will not select a Proposer based on the lowest priced BAFO proposal. A final selection, if any, shall be based on the combined score of the technical proposal and BAFO Cost Proposal. Only those Proposers who were invited to submit a BAFO will be considered for the award.

**13. FINAL SELECTION**

If the NHLC determines to make an award, the NHLC will issue an “intent to negotiate” notice to the highest-scored Proposer. Should the NHLC be unable to reach agreement with the selected Proposer during Contract discussions, the NHLC may undertake Contract discussions with the second preferred Proposer and so on, or the NHLC may reject all proposals, cancel this RFP, or solicit new Proposals under a new acquisition process.

**14. RIGHTS OF THE NHLC IN ACCEPTING AND EVALUATING PROPOSALS**

The NHLC reserves the right to:

- a. Make independent investigations in evaluating Proposals and consider any source of information, including but not limited to State employees, previous customer experiences, internet research, and rating agencies;
- b. Request additional information to clarify elements of a Proposal;
- c. Waive minor or immaterial deviations from the RFP requirements, if determined to be in the best interest of the State;

- d. Omit any planned evaluation step if, in the NHLC's view, the step is not needed;
- e. At its sole discretion, reject any and all Proposals at any time;
- f. Cancel this RFP.

**15. NON-COLLUSION**

The Proposer's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and work quoted have been established without collusion with other Proposers and without effort to preclude the NHLC from obtaining the best possible competitive Proposal.

**16. PROPERTY OF THE NHLC**

All material received in response to this RFP shall become the property of the State of New Hampshire and will not be returned to the Proposer. Upon Contract award, the NHLC reserves the right to use any information presented in any Proposal.

**17. CONFIDENTIALITY OF A PROPOSAL**

Unless necessary for the approval of a contract, the substance of a proposal must remain confidential until the Effective Date of any Contract resulting from this RFP. A Proposer's disclosure or distribution of Proposals other than to the NHLC will be grounds for disqualification.

**18. PUBLIC DISCLOSURE**

In order to protect the integrity of the bidding process, notwithstanding RSA 91-A:4, no information shall be available to the public, or to the members of the general court or its staff concerning specific responses to requests for bids (RFBs), requests for proposals (RFPs), requests for applications (RFAs), or similar requests for submission for the purpose of procuring goods or services or awarding contracts from the time the request is made public until the closing date for responses. On the closing date for responses, the NHLC will post the number of responses received with no further information on the NHLC website. At least 5 business days prior to submitting the proposed contract to the department of administrative services, the NHLC will post the rank or score for each responding vendor on its website. RSA 21-G:37.

In accordance with RSA 9-F:1, any contract entered into as a result of this RFP will be made accessible online via the website Transparent NH (<http://www.nh.gov/transparentnh/>). The content of each Proposal shall become public information upon the award of any resulting Contract. *Any information submitted as part of a response to this request for proposal (RFP) may be subject to public disclosure under RSA 91-A.* However, business financial information and proprietary information such as trade secrets, business and financial models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV. If you believe any information being submitted in response to this request for proposal should be kept confidential as financial or proprietary information; you must specifically identify that information in a letter to the agency, and must mark/stamp each page of the materials that you claim must be exempt from disclosure as "CONFIDENTIAL." A designation by the Proposer of information it believes exempt does not have the effect of making such information exempt. The NHLC will determine the information it believes is properly exempted from disclosure. Marking of the entire Proposal or entire sections of the Proposal (e.g. pricing) as confidential will neither

be accepted nor honored. Notwithstanding any provision of this RFP to the contrary, Proposer pricing will be subject to disclosure upon approval of the contract. The NHLC will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential.

If a request is made to the NHLC to view portions of a Proposal that the Proposer has properly and clearly marked confidential, the NHLC will notify the Proposer of the request and of the date the NHLC plans to release the records. By submitting a Proposal, Proposers agree that unless the Proposer obtains a court order, at its sole expense, enjoining the release of the requested information, the NHLC may release the requested information on the date specified in the NHLC's notice without any liability to the Proposers.

**19. NON-COMMITMENT**

Notwithstanding any other provision of this RFP, this RFP does not commit the NHLC to award a Contract. The NHLC reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals for the same or similar service(s) under a new acquisition process.

**20. PROPOSAL PREPARATION COST**

By submitting a Proposal, a Proposer agrees that in no event shall the NHLC be either responsible or liable for any costs incurred by a Proposer in the preparation of or in connection with the Proposal, or for Work performed prior to the Effective Date of a resulting Contract.

**21. ETHICAL REQUIREMENTS**

From the time this RFP is published until contract award, no Proposer shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFP, or similar submission. Any Proposer that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Proposer that has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or that is subject to a pending criminal charge for such an offense, shall be disqualified from bidding on the RFP, or similar request for submission and every such Proposer shall be disqualified from bidding on any RFP or similar request for submission issued by any state agency.

**22. CHALLENGES ON FORM OR PROCESS OF THE RFP**

A proposer questioning an agency's identification of the selected vendor may request that the agency review its selection process. Such request shall be in writing and be received within 5 business days after the rank or score is posted on the agency website. The request shall specify all points on which the proposer believes the agency erred in its process and shall contain such argument in support of its position as the proposer seeks to present. In response, the issuing agency shall review the process it followed for evaluating responses and, within 5 business days of receiving the request for review, issue a written response either affirming its initial selection of a vendor or canceling the RFP. In its request for review, a proposer shall not submit, and an agency shall not accept nor consider, any substantive information that was not included by the proposer in its original proposal. No hearing shall be held in conjunction with a review. The



outcome of the agency's review shall not be subject to appeal. By submitting a proposal, the Proposer is deemed to have waived any challenges to the NHLC's authority to conduct this procurement and the form and procedures of this RFP.

**23. RESTRICTION OF CONTACT WITH NHLC EMPLOYEES**

From the date of release of this RFP until an award is made and announced regarding the selection of a Proposer, all communication regarding this RFP with NHLC employees or other vendors under contract with the NHLC is forbidden. NHLC employees have been directed not to hold conferences or engage in discussions concerning this RFP with any potential contractor during the selection process. Proposers may be disqualified for violating this restriction on communications.

### PART III - INFORMATION REQUIRED FROM THE PROPOSER

Proposals must be submitted in the following format, including heading descriptions:

#### 1. **EXPERIENCE**

##### A. **Company Profile**

Describe the company's background and ability to provide security and fire alarm systems monitoring, maintenance and service to the NHLC. Include the following information:

- Full legal company name;
- Year business started;
- If applicable, information on any parent or subsidiary relationships;
- State of formation;
- Location of headquarters;
- Current number of individuals employed; and
- Relevant licenses or certifications held.

##### B. **Company Experience and Capability**

Describe how you intend to provide the NHLC with the deliverables set forth above, include in your description an overview of your company's capability to respond to multiple incidents occurring at two or more locations simultaneously. Also provide a detailed summary of your company's experience providing alarm systems services to commercial clients, with emphasis on retail businesses. Include examples of current retail business clients most similar in size and scope to the NHLC and its retail locations. Provide three (3) customer references, including the name, current address and telephone number of the responsible official who may be contacted. The NHLC reserves the right to contact any and all persons listed by the Proposer concerning past work experience. All contact information must be current. The NHLC shall not be responsible to search for contact information.

##### C. **Team Experience**

Identify the specific team of individuals who will be in charge of servicing the NHLC account. Include years of service with the company and specific experience with commercial and retail client projects.

#### 2. **PRICING**

**A. Preventative Maintenance** – Provide total annual pricing for preventive maintenance for each of the three years below. A list of locations is attached as **Appendix C**. There are approximately seventy (70) stores. Locations are subject to change. Any stores that the NHLC opens, closes, or relocates during the life of this contract will be automatically included in any agreement resulting from this RFP process.

9/21/2021—8/31/2022

9/1/2022—8/31/2023

9/1/2023—8/31/2024

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**B. Monitoring:**

Provide the annual cost for monitoring burglar/access alarms and fire alarms.

Burglar Alarm (annually) \$ \_\_\_\_\_

Fire Alarm (annually) \$ \_\_\_\_\_

**C. Burglar Alarm Repair and Service:**

Hourly Charges:

Provide hourly rates for repair and service work other than preventive maintenance. The hourly rates must include the rate for one (1) technician and vehicles.

Normal working hours \$ \_\_\_\_\_ /hour

Other hours \$ \_\_\_\_\_ /hour

**D. Fire Alarm Repair and Service:**

Hourly Charges:

Provide hourly rates for repair and service work other than preventive maintenance. The hourly rates must include the rate for one (1) technician and vehicles.

Monday through Friday - Normal Working Hours \$ \_\_\_\_\_ /hour

Other Hours \$ \_\_\_\_\_ /hour

**E. Mileage Charge for Repair Service:**

Provide the rate at which mileage will be charged. Mileage allowed shall be portal to portal, or the distance from the previous worksite to the new worksite, whichever is less.

Mileage Rate \$ \_\_\_\_\_ /mile

**F. Technical Assistance Calls**

Monday through Friday - Normal working hours \$ \_\_\_\_\_ /hour

Other hours \$ \_\_\_\_\_ /hour

**G. Key Fob price:** \$ \_\_\_\_\_ /each

## PART IV - CRITERIA FOR SELECTION

### 1. MANDATORY RESPONSIVENESS REQUIREMENTS

To be eligible for selection, a proposal must be:

1. Timely received; and
2. Properly signed by the Proposer's authorized representative.

The NHLC reserves the right, in its sole discretion, to waive technical or immaterial nonconformities in a proposal.

### 2. CRITERIA FOR SELECTION

The following criteria will be used in evaluating each proposal:

**Pricing (45 Points)** – This refers to the costs provided by the proposer in response to the Pricing information required in Part III, Section 2 above. Of the 45 available points Annual Maintenance costs will constitute 10 points. The NHLC will award these 10 points by totaling each proposer's three annual costs and inserting that cost in the formula set forth in Part II, Section 12 above. Monitoring Services cost will constitute an additional 10 points. The NHLC will award these 10 points by totaling each proposer's burglar and fire alarm monitoring costs and then inserting that cost into the above-referenced formula. Burglar Alarm Repair and Service and Fire Alarm Repair and Service costs will constitute an additional 5 points each. The NHLC will award these points by applying the hourly rates submitted by the proposer to a hypothetical 200 hours of normal working hours and 50 hours of "other hours." The NHLC will then total that cost for each component and insert it into the above-referenced formula. Mileage rate will constitute 5 points. Technical Assistance Calls will constitute 5 points. The NHLC will award these points by applying the hourly rates submitted by the proposer to a hypothetical 50 hours of normal working hours and 20 hours of "other hours." Key fob price will constitute 5 points.

The hypothetical hours included in this section are used as an evaluation tool only. They are not indicative of hours to be provided by the contractor under any agreement resulting from this RFP, nor are they a guarantee of minimum hours.

**Experience/Product Quality (20 points)** – This refers to the Proposer's prior experience performing the services listed within, including serving other clients with similar needs and product quality.

**Capability (25 points)** – This refers to the Proposer's organizational capability to provide the work requested.

# APPENDICES

**APPENDIX A**

**FORM NUMBER P-37 (version 12/11/2019)**

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		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  <p align="right">Date:</p>		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature  <p align="right">Date:</p>		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 (“Effective Date”).

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor’s books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

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

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State’s discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.



10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner

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

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

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

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

## APPENDIX B

### General Equipment List

<u>Description</u>	<u>Model #</u>
Digital controller panel	Napco Gemini 3200
Hold up buttons	ASP Hub 2
User specific keypad alphanumeric	Napco Gem-RPICAE2
Digital communicator	Silen Knight 5404 or Napco 10
Door access controller	Keri PXL-250P
<b>Equipment MUST be compatible with Hardware/Panel Above:</b>	
<p>Single pedestrian door contact</p> <p style="padding-left: 40px;">PIR motion dual event</p> <p style="padding-left: 40px;">Overhead door contact</p> <p>Dual technology glass break detector</p> <p>Self-testing 2-way radio backup</p> <p style="padding-left: 40px;">Self-testing cellular backup</p> <p style="padding-left: 40px;">Smoke detectors</p> <p style="padding-left: 40px;">Bell/strobe units</p> <p style="padding-left: 40px;">Trip zones</p> <p>Rate of rise heat detectors</p> <p style="padding-left: 40px;">Fixed heat detectors</p> <p style="padding-left: 40px;">Switches (sprinkler)</p> <p style="padding-left: 40px;">Steam pressure device</p> <p style="padding-left: 40px;">Application specific</p>	

**APPENDIX C**  
**STORE LOCATIONS**

Store Number	ADDRESS
HQ	Concord - HQ Administration 50 Storrs Street Concord, NH
HQ	Concord - HQ Warehouse 50 Storrs Street Concord, NH
HQ	Concord - HQ Warehouse - Admin 50 Storrs Street, Concord, NH
HQ	Concord - HQ Enforcement 50 Storrs Street, Concord, NH
1	80 Storrs Street Concord, NH
2	100B Route 9 West Chesterfield, NH
4	1271 Hooksett Road Hooksett, NH
5	IGA Shopping Plaza 17 Pleasant Street Berlin, NH
6	Pick N Pay 738 Islington Street Portsmouth, NH
7	Globe Shopping Center 784 Meadow Street Littleton, NH
8	Claremont Market Place 367 Washington Street (Route 103) Claremont, NH
10	68 Elm Street Manchester, NH
11	12 Centerra Parkway Lebanon, NH
12	Route 25, 12 A Main Street Senter's Marketplace, Unit #1 Center Harbor, NH
13	481 High Street Somersworth, NH
14	Ridge Market Place 170 Market Place Blvd Unit #1 Rochester, NH

Store Number	ADDRESS
15	6 Ash Brook Court Keene, NH
16	Butson's Complex 1 Forest Street Woodsville, NH
18	16 Metallack Place Colebrook, NH
19	22 Ridge View Lane Plymouth, NH
21	Peterborough Plaza Suite #1 19 Wilton Road Peterborough, NH
22	44A, Route 13 Brookline, NH
23	234 White Mountain Highway Suite 9 Conway, NH
27	Market Place Plaza 300 Main Street Nashua, NH
28	186 Ocean Boulevard Seabrook, NH
30	Market Basket Plaza 21 Jones Road, Ste #6 Milford, NH
32	Westside Plaza 40 Northwest Blvd. Nashua, NH
33	North Side Plaza 1100 Bicentennial Drive Manchester, NH
34	Rockingham Mall 92 Cluff Crossing #4 Salem, NH
35	15 Antrim Road, Suite #1 Hillsboro, NH
37	Butson's Marketplace 199A Main Street Lancaster, NH
38	605 Route 1, Bypass South Portsmouth, NH
39	35 Center Street Wolfeboro Falls, NH
40	32 Ames Plaza Lane Unit #2 Walpole, NH

Store Number	ADDRESS
41	Southgate Plaza 380 Lafayette Road Units D & E Seabrook, NH
42	Old Province Common 71 Route 104 Meredith, NH
44	325 NH Route 104, Suite 11 New Hampton, NH
47	165 Main Street, Unit 6 Lincoln, NH
48	849 Brattleboro Road Hinsdale, NH
49	Market Basket Plaza 32 Plaistow Road, #2A Plaistow, NH
50	Willow Springs Plaza 294 DW Highway Nashua, NH
51	Route 38 Pelham, NH
52	Androscoggin Plaza 159 Main Street Gorham, NH
53	Market Basket Shopping Center Lowell Rd Hudson, NH
54	65 Route 302 Glen, NH
55	9 Leavy Drive Bedford, NH
56	18 Weirs Road Gilford, NH
57	Indian Mound Shopping Center 240 Rte 16B Center Ossipee, NH
58	Shop N Save Plaza 605 Mast Road Goffstown, NH
59	Merrimack Shopping Center 6 Dobson Way, Suite A Merrimack, NH
60	265 Plainfield Road West Lebanon, NH
61	137 Rockingham Road Londonderry, NH

Store Number	ADDRESS
62	Raymond Shopping Center 11 Freetown Road, Route 27 Raymond, NH
63	30 Warwick Road Suite 1 Winchester, NH
64	New London Shopping Center 293 Newport Road New London, NH
65	Center at Campton Corners 25 Vintinner Road Campton, NH
66	I-93 North Route 3A Hooksett, NH
67	I-93 South 25 Springer Road Hooksett, NH
68	Village Shopping Center 69 Lafayette Road North Hampton, NH
69	25 Coliseum Avenue Nashua, NH
71	60 Calef Highway Unit #4 Lee, NH
72	100 Fort Eddy Road Concord, NH
73	I-95 South Hampton, NH
74	Market Basket Plaza 16 Michele's Way, Unit #4 Londonderry, NH
76	I-95 North Hampton, NH
77	Cheshire Marketplace Unit 7, 497 US Route 202 Rindge, NH
78	416 Emerson Avenue Unit #6 Hampstead, NH
79	5 Brickyard Square Epping, NH
81	Pembroke Crossing Plaza 619 Sand Road Pembroke, NH
82	14 Nichols Mills Lane Warner NH
83	929 Suncook Valley Road Epsom, NH
84	80 Market Street Tilton, NH