



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

124

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 16, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive Sole Source** amendment to an existing contract (Contract #8002980) with Johnson Control Fire Protection LP (VC#175878) Nashua, NH, by increasing the price limitation by \$187,969.44 from \$641,450.00 to an amount up to and not to exceed \$829,419.44 with no change to the contract completion date for Fire Suppression System Testing & Inspection Services, effective upon Governor and Executive Council approval through December 31, 2024. The original contract was approved by the Commissioner of Administrative Services on November 9, 2021, and most recently amended with Commissioner approval on June 24, 2022.

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

EXPLANATION

As previously stated, the original contract (Contract #8002980) was approved by the Commissioner of the Department of Administrative Services on November 2, 2021. It was then subsequently amended with Commissioner approval on January 27, 2022, and with Commissioner approval on June 24, 2022, to add and/or remove fire suppression system testing & inspection services.

This amendment is **Retroactive Sole Source** because agency expenditures have exceeded the predicted spending and established price limitation for this contract (Contract #8002980) and the requested increase to the price limitation is more than 10% of the original price limitation. Business intelligence reports show spending against this contract (Contract #8002980) in the amount of \$111,557.67 over the current price limitation of \$641,450.00. Further investigation shows the increase is due to higher repair costs.

The contract (Contract #8002980) allows locations to be added with the agency requesting a quote from the contractor. An RFQ was issued for fire alarm maintenance at NH DES, 72 Silk Farm Rd with Johnson Control Fire Protection LP providing the lowest cost.

The new price limitation of \$829,419.44 includes \$111,557.67 to cover the contract spend not referenced, \$1,010.00 to add the NH DES, 72 Silk Farm Rd. location, and a 10% repair overage to cover future service calls and repairs.

Location	Inspection	Annual Costs 1/1/24-12/31/24
NH DES 72 Silk Farm Rd. Concord, NH	Semi-Annual	\$1,010.00

Previous total price limitation	\$641,450.00
Apply contract spend not referenced	\$111,557.67
Apply contract increase this amendment	\$1,010.00
10% repair overage	\$75,401.77
New total price limitation	\$829,419.44

Based on the foregoing, I am respectfully recommending approval of this **Retroactive Sole Source** contract amendment with Johnson Control Fire Protection LP.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



**THIRD AMENDMENT TO THE CONTRACT
BETWEEN JOHNSON CONTROL FIRE PROTECTION LP
AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRE SUPPRESSION SYSTEM TESTING & INSPECTION SERVICES
CONTRACT # 8002980**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 29 day of August, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Johnson Control Fire Protection LP (hereinafter referred to as "the Contractor") for fire suppression system testing & inspection Services.

WHEREAS, pursuant to an agreement effective January 1, 2022 set to expire December 31, 2024, amended by the First Amendment on January 27, 2022, amended by the Second Amendment on June 24, 2022, hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain fire suppression system testing & inspection services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 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:
\$829,419.44
2. Amend form number P-37, Exhibit C, Contract Price, change to the following:
3. \$829,419.44
4. Amend Exhibit B, Payment Terms, the following payment terms for the period June 1, 2024, through December 31, 2024:

Location	Inspection	Annual Costs (1/1/22-12/31/22)	Annual Costs (1/1/23-12/31/23)	Annual Costs 1/1/24-12/31/24
NH DES 72 Silk Farm Rd. Concord, NH	Semi-Annual	N/A	N/A	\$1,010.00

Previous total price limitation	\$641,450.00
Apply contract spend not referenced	\$111,557.67
Apply contract increase this amendment	\$1,010.00
10% repair overage	\$75,401.77
New total price limitation	\$829,419.44

5. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on November 2, 2021, shall remain in full force and effect.

Contractor Initials: *JTB*

Date: 8-29-24

JOHNSON CONTROL FIRE PROTECTION LP

By:

[Signature]

W DEAN BEDARD
(Print Name)

Title: TSM

Date: 8-29-24

STATE OF NEW HAMPSHIRE

By:

[Signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner

Department of Administrative Services

Date: 9-24-24

OFFICE OF THE ATTORNEY GENERAL

By:

[Signature]

Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: October 9, 2024

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

Signed:

(Print Name)

Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JOHNSON CONTROLS FIRE PROTECTION LP a Delaware Limited Partnership formed to transact business in New Hampshire on April 19, 2001. I further certify that it has paid the fees required by law and has not dissolved.

Business ID: 369964

Certificate Number: 0006675288



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Julie Brandt, President, Building Solutions, pursuant to the authority vested in her by: (i) a Sub-Delegation of Authority from the President of Johnson Controls, Inc., a Wisconsin corporation ("JCI"), dated April 24, 2023, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of Johnson Controls Fire Protection LP, a Delaware limited partnership ("JCFP"), dated April 24, 2023, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from Johnson Controls Security Solutions LLC, a Delaware limited liability company ("JCSS"), dated April 24, 2023, hereby authorizes:

W. Dean Bedard
Total Service Manager

(the "Delegate") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

- a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
- b. further sub-delegation of the above acts absent necessary approvals in writing;
- c. the execution of surety, performance or bid bonds;
- d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
- e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

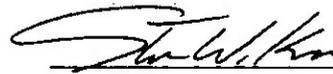
Signed at Milwaukee, Wisconsin, this 20th day of August, 2024.

Johnson Controls, Inc. Johnson Controls
Fire Protection LP, and Johnson Controls
Security Solutions LLC



Julie Brandt
President, Building Solutions, NA

ATTESTS:



Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.



Heather A. Brown
Vice President and Secretary
Johnson Controls Fire Protection LP
Vice President and Assistant Secretary
Johnson Controls Security Solutions LLC





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2024

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

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

PRODUCER MARSH USA LLC. 155 N. WACKER, SUITE 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230596-5-24-25*	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No, Ext): (866) 966-4664 E-MAIL ADDRESS: JCI.certrequest@marsh.com FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** CHI-010736521-03 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313947-24	10/01/2024	10/01/2025	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	\$ 50,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 20,000,000
							PRODUCTS - COMP/OP AGG	\$ INC IN GEN AGG
								\$
A	AUTOMOBILE LIABILITY			MWTB 313946-24 (Excludes New Hamp)	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			MWTB 313949-24 (Primary NH \$250k)	10/01/2024	10/01/2025	BODILY INJURY (Per person)	\$
A	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS		MWZX 313950-24 (Excess NH \$4.75mm)	10/01/2024	10/01/2025	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY		Excess NH Auto is Follow Form to Primary NH Auto			PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC 313943-24 (AOS - see page 2)	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWXS 313944-24 (OH & WA)	10/01/2024	10/01/2025	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)
See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Bureau of Purchase and Property 25 Capitol Street 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 of Marsh USA LLC 
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC (See attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WORKERS COMPENSATION:

Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE: AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:

The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certificate holder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED - GENERAL LIABILITY:

For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:

The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to \$1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advance notice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

NAMED INSURED:

American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; IonicBlue Partners LLC; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitachi Air Conditioning North America LLC; Johnson Controls US Holdings, Inc.; M&M Logix, LLC; M&M Refrigeration, LLC; Master Protection LP dba FireMaster; Oolsys, Inc.; Rescue Air Systems; Retail Expert, Inc.; Richmond Alarm Company LLC; Security Enhancement Systems LLC; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; Silent-Aire Mission Critical Services LLC; Silent-Aire USA Inc.; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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

DATE: June 21, 2022

CONTRACT FOR: Fire Suppression System Testing and Inspection Services

CONTRACT #: 8002980

COMMODITY/NIGP CODE: 936 3376

CONTRACTOR: Johnson Control Fire Protection LP VENDOR CODE #: 175878

SUBMITTED FOR ACCEPTANCE BY:



cn=Erica D Brisson, o=Div of
Procurement Support Services,
ou=Bureau of Purchase and Property,
email=Erica.D.Brisson@das.nh.gov,
c=US
2022.06.21 11:19:12 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div
Procurement Support Services, ou=Bureau
of Purchase and Property,
email=Paul.A.Rhodes@das.nh.gov, c=US
Date: 2022.06.21 12:32:29 -04'00'

PAUL A. RHODES, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew.T.Stanton, o=State of
NH, ou=Bureau of Purchase & Property,
email=mathew.t.stanton@das.nh.gov,
c=US
Date: 2022.06.22 09:04:31 -04'00'

MATHEW T. STANTON, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Department of
Administrative Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2022.06.22 09:03:58 -04'00'

GARY S. LUNETTA, DIRECTOR
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
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 6-24-22

**SECOND AMENDMENT TO THE CONTRACT
 BETWEEN JOHNSON CONTROL FIRE PROTECTION LP
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR FIRE SUPPRESSION SYSTEM TESTING AND INSPECTION SERVICES
 CONTRACT # 8002980**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 31st day of May, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Johnson Control Fire Protection LP (hereinafter referred to as "the Contractor") for Fire Suppression System Testing and Inspection Services.

WHEREAS, pursuant to an agreement effective January 1, 2022, amended by the First Amendment on January 27, 2022 and set to expire December 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain fire suppression system testing and inspection services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 1.8 \$641,450.00
2. Amend Exhibit B Payment & Pricing; add the following additional services at the location listed below upon signature of the Commissioner through December 31, 2024:

LOCATION	ANNUAL COST (1/1/2022- 12/31/2022)	ANNUAL COST (1/1/2023-12/31/2023)	ANNUAL COST (1/1/2024-12/31/2024)
NH Veteran's Home, 139 Winter St. Tilton (ADDING -FIRE PUMP TESTING)	\$450.00	\$450.00	\$450.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 2, 2021, amended by the First Amendment on January 27, 2022 and set to expire on December 31, 2024, shall remain in full force and effect.

JOHNSON CONTROL LP

By: W. Dean Bedard

W. Dean Bedard

(Print Name)

Title: TSM

Date: 5/31/22

STATE OF NEW HAMPSHIRE

By: Ch Arsl

Charles M. Arlinghaus

(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 6-24-22

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nathan D. Manning, Vice President, Field Operations, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from the President of Johnson Controls, Inc., a Wisconsin corporation ("JCI"), dated May 14, 2021, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of Johnson Controls Fire Protection LP, a Delaware limited partnership ("JCFP"), dated May 14, 2020, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from Johnson Controls Security Solutions LLC, a Delaware limited liability company ("JCSS"), dated April 27, 2020, hereby authorizes:

W. Dean Bedard
Total Service Manager

(the "Delegate") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

- a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
- b. further sub-delegation of the above acts absent necessary approvals in writing;
- c. the execution of surety, performance or bid bonds;
- d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
- e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

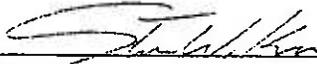
Signed at Milwaukee, Wisconsin, this 1st day of March, 2022.

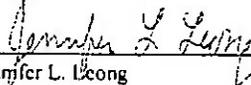
Johnson Controls, Inc. Johnson Controls
Fire Protection LP, and Johnson Controls
Security Solutions LLC

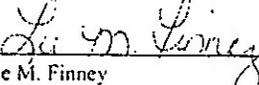

Nathan D. Manning
Vice President, Field Operations



ATTESTS:


Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.


Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP


Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that JOHNSON CONTROLS FIRE PROTECTION LP a Delaware Limited Partnership formed to transact business in New Hampshire on April 19, 2001. I further certify that it has paid the fees required by law and has not dissolved; and the attached is a true copy of the list of documents on file in this office.

Business ID: 369964

Certificate Number: 0005785471



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire.
this 1st day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a circular embossed seal.

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2021

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 Marsh USA Inc. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Cenrequest@marsh.com CN101230596-5-21-22*	CONTACT NAME: Chad Mannella PHONE (A/C, No, Ext): (866) 966-4664 E-MAIL ADDRESS: JCI.cenrequest@marsh.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	INSURER A: Old Republic Insurance Company		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** CHI-009507460-03 **REVISION NUMBER:** 1

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 INSR	SUBR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313947-21	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMPOP AGG \$ INC IN GEN AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313946-21 (Excludes New Hamp) MWTB 313949-21 (Primary NH \$250k) MWZX 313950 (Excess NH \$2.25mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANYPARTNER/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	MWC 313943-21 (AOS - see page 2) MWXS 313944-21 (OH & WA)	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)
 Re: Milford Circuit Courthouse

See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER State of New Hampshire 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 <i>Marsh USA Inc.</i>
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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: January 20, 2022

CONTRACT FOR: Fire Suppression System Testing & Inspection Services

CONTRACT #: 8002980

COMMODITY/NIGP CODE: 936 3376

CONTRACTOR: Johnson Control Fire Protection I. VENDOR CODE #: 175878

SUBMITTED FOR ACCEPTANCE BY:



cn=Erica D Brisson, o=Div of
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Erica.D.Brisson@das.nh.gov,
c=US
Date: 2022.01.20 12:10:36 -05'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Mathew T Stanton, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Mathew.T.Stanton@das.nh.g
ov, c=US
Date: 2022.01.26 11:21:36 -05'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,
o=Department of Administrative
Services, ou=Divison of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.go
v, c=US
Date: 2022.01.26 11:27:31 -05'00'

GARY S. LUNETTA, DIRECTOR
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
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 1-27-22

**SECOND AMENDMENT TO THE CONTRACT
 BETWEEN JOHNSON CONTROL FIRE PROTECTION LP
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR FIRE SUPPRESSION SYSTEM TESTING AND INSPECTION SERVICES
 CONTRACT # 8002980**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 7th day of January, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Johnson Control Fire Protection LP (hereinafter referred to as "the Contractor") for Fire Suppression System Testing and Inspection Services.

WHEREAS, pursuant to an agreement effective January 1, 2022 set to expire December 31, 2024 (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain fire alarm maintenance and repair 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 \$640,100.00
2. Amend Exhibit B Payment & Pricing; add the following location and payment terms for the period January 1, 2022 through December 31, 2024:

LOCATION	ANNUAL COSTS (1/1/22- 12/31/22)	ANNUAL COSTS (1/1/23- 12/31/23)	ANNUAL COST (1/1/24- 12/31/24)
Barracks, 772 Riverwood Drive, Pembroke	\$700.00	\$700.00	\$700.00
Pembroke Readiness/Annex 96 Sheep Davis Rd. Pembroke	\$1,000.00	\$1,000.00	\$1,000.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 2, 2021, shall remain in full force and effect.

JOHNSON CONTROL LP

By: W. Dean Bedard

W. Dean Bedard

(Print Name)

Title: TSM

Date: 01-07-2022

STATE OF NEW HAMPSHIRE

By: Ch Art

Charles M. Arlinghaus

(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 1-17-22

DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nathan D. Manning, Vice President, Field Operations, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from the President of Johnson Controls, Inc., a Wisconsin corporation ("JCI"), dated May 14, 2020, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of Johnson Controls Fire Protection LP, a Delaware limited partnership ("JCFP"), dated May 14, 2020, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from Johnson Controls Security Solutions LLC, a Delaware limited liability company ("JCSS"), dated April 27, 2020, hereby authorizes:

W. Dean Bedard
Total Service Manager

(the "Delegate") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

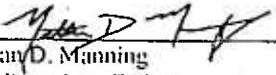
- a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
- b. further sub-delegation of the above acts absent necessary approvals in writing;
- c. the execution of surety, performance or bid bonds;
- d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
- e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

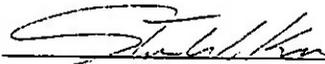
Signed at Milwaukee, Wisconsin, this 1st day of March, 2021.

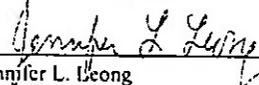
Johnson Controls, Inc. Johnson Controls
Fire Protection LP, and Johnson Controls
Security Solutions LLC

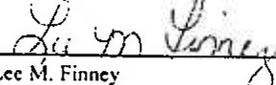

Nathan D. Manning
Vice President, Field Operations



ATTESTS:


Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.


Jennifer L. Leong
Vice President and Secretary
Johnson Controls Fire Protection LP


Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

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 JOHNSON CONTROLS, INC. is a Wisconsin Profit Corporation registered to transact business in New Hampshire on January 02, 1958. 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: 2045

Certificate Number : 0005407125



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of July A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

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: November 1, 2021

CONTRACT FOR: Fire Suppression System Testing and Inspection Services

CONTRACT #: 8002980

COMMODITY/NIGP CODE: 936 3376

CONTRACTOR: Johnson Control Fire Protection I. VENDOR CODE #: 175878

SUBMITTED FOR ACCEPTANCE BY:



cn=Erica D Brisson, o=Div of
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Erica.D.Brisson@das.nh.gov,
c=US
Date: 2021.11.01 12:22:43 -04'00'

PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Paul A Rhodes, o=Div
Procurement Support Services,
ou=Bureau of Purchase and
Property,
email=Paul.A.Rhodes@das.nh.gov,
c=US
Date: 2021.11.02 11:36:09 -04'00'

PURCHASING MANAGER/ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta,
o=Department of Administrative
Services, ou=Division of
Procurement Support Services,
email=Gary.S.Lunetta@das.nh.gov,
c=US
Date: 2021.11.02 15:52:58 -04'00'

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-1:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11-2-21

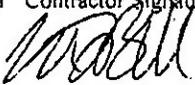
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Johnson Control Fire Protection LP		1.4 Contractor Address 35 Progress Avenue Nashua, NH 03062	
1.5 Contractor Phone Number 603-886-1100	1.6 Account Number VARIOUS	1.7 Completion Date December 31, 2024	1.8 Price Limitation \$635,000.00
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature  Date: 10-12-21		1.12 Name and Title of Contractor Signatory W. DEAN BEDARD / TSM	
1.13 State Agency Signature  Date: 11-2-21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials WDB
 Date 10-12-21

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, formulas, 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.

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials KSA
Date 10-12-21

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

Johnson Control Fire Protection LP (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), with Fire Suppression System Testing and Inspection Services in accordance with the bid submission in response to State Request for Bid # 2460-21 and Bid # 2511-22 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2460-21 & RFB 2511-22

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," and (5) EXHIBIT D "RFB 2460-21/ RFB 2511-22."

3. TERM OF CONTRACT

This contract shall commence on January 1, 2022 or upon execution by the Commissioner of Administrative Services, whichever is later, and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Commissioner of the Department of Administrative Services.

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

4. SCOPE OF WORK

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

FIRE SUPPRESSION SYSTEM TESTING, INSPECTION, AND MAINTENANCE SERVICES (E.G. WET, DRY, PREACTION)

The purpose of this contract is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work

shall include Fire Suppression System Testing and Inspection Services, as per NFPA 13, of the adopted edition and NFPA 25, of the adopted edition.

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

- Quarterly inspections and testing, as required by the applicable National Fire Protection Association ("NFPA") standards, manufacturer recommendations, and state/local codes;
- Any defective part(s) shall be repaired and/or replaced at the State's expense as detailed herein. Requests to repair or replace defective system components shall be approved in advance by the Agency Contact, or his/her designated representative, prior to any actual work being performed by the Vendor;
- Annual Fire Pump Testing, electric, and diesel;

The Contractor shall provide the following fire suppression system services, on a quarterly basis (unless otherwise noted), as described herein:

- Inspect and test the systems to determine whether it is in service and in satisfactory condition in accordance with NFPA standards;
- Identify potentially detrimental site conditions that could compromise the performance of mechanical and/or electronic components of the system;
- Inspect from floor level for adequate clearance and condition of the sprinkler heads to allow for proper distribution and activation in accordance with NFPA 25-5.2;
- Inspect the sprinkler control valves for proper position, general condition, accessibility and appropriate signage;
- Inspect and perform required water flow tests for each system from main drain and inspector's test valve, weather permitting. In case of inclement weather, technician shall reschedule for earliest possible date;
- Perform visual backflow prevention assembly inspection on fire protection backflow assembly valves;
- Drain the known auxiliary drains. The State is responsible for supplying the number of auxiliary drains as well as their location within the Building;
- Inspect the Fire Department connection couplings, caps, threads and clappers, check valves and drains;
- Inspect and test the fire sprinkler system alarm components for satisfactory condition, and operation;
- Check the reserve supply of sprinkler heads;
- Inspect the general condition of visible and accessible sprinkler system piping, hangers, drain valves, gauges, and related equipment;
- If applicable, inspect and test the operation of system air compressors for proper activation and cutoff;
- If applicable, inspect the deluge or pre-action valves according to the manufacturer's specifications, including the interior checks of the valve body, clapper, clapper facings, and latching mechanism;
- If applicable, clean pilot lines and solenoid strainers thoroughly;
- If applicable, disassemble the solenoid release, and inspect and clean the interior;
- Test all low-pressure alarms, supervisory circuits and auxiliary functions for proper operation;

- Inquire about changes in Building status that may affect the performance or reliability of the fire sprinkler system, including any obstructions;
- Inquire about changes or modifications made to the fire sprinkler system;
- Inquire about the Customer's general storage and stock arrangements for combustibles in relation to fire sprinkler system protection;
- Tag devices as required and perform all required record keeping;
- Compile a complete report of the inspection, and submit to the Business Administrator or his/her designated representative within ten (10) working days, explaining any deficiencies and recommending correction to be taken in accordance with recognized codes for care and Maintenance.

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

Inspect and test the pump systems annually to determine whether it is in service and satisfactory condition in accordance with NFPA standards, to include:

- Inspect the pump shaft end play;
- Inspect accuracy of pressure gauges and sensors;
- Inspect pump coupling alignment;
- If applicable, suction screens, in accordance with NFPA
- If applicable, operate manual starting means (electrical)
- If applicable, inspect and operate emergency manual starting means (without power);
- Inspect the electrical components where applicable;
- If applicable, lubricate mechanical moving parts (excluding starters and relays);
- Inspect for corrosion on printed circuit boards, cracked cable/wire insulation, leaks in plumbing parts, and/or any signs of water on electrical parts;
- Test pump operation, no flow condition, flow condition, and fire pump alarm signals; and
- Fire pump flow curve and verify fire pump curve is in line with manufacturer specifications.
- Tag devices as required and perform all required record keeping;

Service

The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. Normal (regular) system maintenance shall occur between the hours indicated for each location. The Contractor shall be paid for service that is required on weekday evenings after regular hours, weekends, and on State Holidays at the repair rates established in Exhibit C.

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 Coös County. For on-site service for emergency calls in Coös 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 4 hours in a 24-hour period, the Contractor shall contact the agency contact indicating why the repair or replacement part(s) cannot be completed and when the equipment shall be returned to normal. The AHJ shall be permitted to require the building to be evacuated or an approved fire watch to be provided for all portions left unprotected by the fire protection system shutdown until the fire protection system has returned to service (NFPA 1- 13.1.9)

The Contractor shall present, after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon.

Monthly Reporting

The Contractor shall provide monthly reports summarizing the previous month's maintenance activities (e.g. inspection failures, service calls, repairs) and any deficiency, if applicable. Reports shall also indicate the installation date of the equipment and the code the equipment was inspected under. Monthly reports shall be submitted electronically to the purchasing agent assigned to the contract and the agency.

Capitol Plans

Contractor shall also draft a capitol plan, providing suggested upgrades to the existing system for each location and shall submit to the contract manager within one (1) year of contract initiation.

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, in performing the services as described herein, have readily available spare parts to support the described systems at the Vendor's cost throughout the duration of the Contract.

The Contractor shall maintain or have readily available replacement parts that are new and of the same quality and brand name as that which is being replaced. Substitutions shall be permitted only with prior authorization of the agency.

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 Vendor. 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 Vendor's cost.

Maintenance and Inspection Requirements

Quarterly inspections and testing, are to occur as required by the applicable NFPA 13 and 25 standards, of the adopted edition, manufacturer recommendations, and state/local codes.

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

performed by the Vendor.

Contractor shall perform the required tests listed in NFPA 13 and 25 standards, of the adopted edition, manufacturer recommendations, and state/local codes.

Regular maintenance shall only be completed during the hours indicated for that location, parts and labor on all fire alarm panel system components. The performance of regular maintenance shall be at no additional cost to the State.

The Contractor shall promptly report all deficiencies to the Agency Contact or his/her designated representative. Request to repair and/or replace parts shall be approved in advance by the Agency Contact or his/her designated representative prior to any actual work being performed by the Contractor. 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.

The Contractor shall provide a proposed schedule for the inspections to the State a minimum of two weeks (10 working days) before the actual inspections occur. The Contractor shall propose separate inspection schedules. The Contractor shall employ a sufficient number of trained technicians so that inspections are completed on time as scheduled.

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 must be performed in such a manner as not to inconvenience building occupants. The Vendor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

The State shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the Vendor of any malfunction in the system(s) that comes to the State's attention.

All testing and inspection services performed under any awarded contract shall be performed during normal business hours of the corresponding location, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

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

SPECIAL FIRE SUPPRESSION (CLEAN AGENT/HALON/NITROGEN) SYSTEM TESTING, MAINTENANCE AND INSPECTION SERVICES

The purpose of this contract is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work

shall include Special Fire Suppression System Testing, Maintenance and Inspection Services, as per NFPA 12, 12A, 16, 17, and 17A, of the adopted edition.

Prior to any work commencing on fire suppression systems, the Contractor shall contact the agency contact to arrange a site visit. Site visits will not be allowed without prior notification to the agency contract person or designee.

Before proceeding with any testing, the location receiving alarm, supervisory, or trouble signals shall notified of the testing to prevent unnecessary response and shall only be completed during the hours indicated for that location.

Inspection and Maintenance Requirements

The Contractor shall provide special suppression system (e.g. halon, clean agent) inspection and maintenance services in accordance with NFPA 16, 17, 17A standards of the adopted edition.

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.

The Contractor shall provide a proposed schedule for the inspections a minimum of two weeks (10 working days) before the actual inspections occur. The Contractor shall be responsible to establish the appointments and/or schedule by working with the individual Agency Contacts; the agreed upon schedule shall be provided in writing to the Agency Contact Person. The Contractor shall employ a sufficient number of trained technicians so that inspections are completed on time as scheduled.

The Contractor shall present after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon.

All work must be performed in such a manner as not to inconvenience building occupants. The Vendor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.

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 services performed under any awarded contract shall be performed between the hours listed for each location unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

Service

The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. Normal (regular) system maintenance shall occur between the hours indicated for each location. The Contractor shall be paid for service that is required on weekday evenings after regular hours, weekends, and on State Holidays at the repair rates.

The Contractor shall respond to service calls within one (1) hour for emergency calls and for non-emergency calls. If on-site service is required on an emergency basis Contractor shall arrive on-site anywhere in the state within two (2) hours, except for Cöos County. For on-site service for emergency calls in Cöos County, Contractor shall be on-site within four (4) hours. If on-site service is required for a non-emergency call, Contractor shall arrive on-site anywhere in the State within one (1) business day. The agency placing the service call shall determine whether the situation constitutes an emergency or a non-emergency.

If the Contractor cannot complete emergency repairs or replace the part(s) within 4 hours in a 24-hour period, the Contractor shall contact the agency contact indicating why the repair or replacement part(s) cannot be completed and when the equipment shall be returned to normal. The AHJ shall be permitted to require the building to be evacuated or an approved fire watch to be provided for all portions left unprotected by the fire protection system shutdown until the fire protection system has returned to service (NFPA 1- 13.1.9)

The Contractor shall present, after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon.

Monthly Reporting

The Contractor shall provide monthly reports summarizing the previous month's maintenance activities (e.g. inspection failures, service calls, repairs) and any deficiency, if applicable. Reports shall also indicate the installation date of the equipment and the code the equipment was inspected under. Monthly reports shall be submitted electronically to the purchasing agent assigned to the contract and the agency.

Capitol Plans

Contractor shall also draft a capitol plan, providing suggested upgrades to the existing system for each location and shall submit to the contract manager within one (1) year of contract initiation.

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, in performing the services as described herein, have readily available spare parts to support the described systems at the Vendor's cost throughout the contract.

The Contractor shall maintain or have readily available replacement parts that are new and of the same quality and brand name as that which is being replaced. Substitutions shall be permitted only with prior authorization of the agency.

ADDITIONAL AGENCY REQUIREMENTS:

Department of Safety- State Police Locations

Background check will also include the following for all Department of Safety's State Police locations:

1. Fingerprint supported background check (anything outside of a traffic violation level must be approved by the CSO).
 - a. Fingerprints taken electronically at one of the state LiveScan Facilities (Coordinated through the AFIS Unit Supervisor).
 - b. Background check consists of full criminal and motor vehicle history check, to include arrests and open cases. Annulments are excluded from this process.
2. CJIS Online Training (Training material is paid for by the State)
 - a. Level 1 is assigned to individuals and must be completed prior to unescorted access to a facility. It's available in both English and Spanish and consists of about a 15-minute lecture with a one question acknowledgement at the end of the program.

Department of Corrections:

1. Administrative Rules, Policies, Regulations and Policy and Procedure Directives:

Contractor shall comply with any applicable NH Department of Corrections Administrative Rules, Policies, Regulations and Policy and Procedure Directives (PPD's). Additional information can be located as a separate link:

http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

2. Prison Rape Elimination Act (PREA) of 2003:

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C.15601 et. seq.), with all applicable Federal PREA standards, and with all State policies and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities/programs/offices owned, operated, or contracted. Vendor acknowledges that, in addition to self-monitoring requirements, the State will conduct compliance monitoring of PREA standards, which may require an outside independent audit. Additional information can be located as a separate link:

http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.

3. Contractor Employee Information/Background Checks:

- a. The Contractor (to include each employee and any approved subcontractor working in a NHDOC facility) will be required to sign the State of New Hampshire's Confidentiality Form and Criminal Record Authorization Form. Prior to placing an individual in a State facility, all prospective personnel must receive clearance from the NH Department of Corrections. Said clearance shall be obtained by submitting a Criminal Record Release Authorization Form on behalf of all personnel/employees and subcontractor to the NH Department of Corrections.
- b. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or subcontractor employees to determine eligibility status.
- c. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or subcontractor employee who does not comply with the criteria identified, below.
- d. In addition, the Contractor and/or subcontractor shall not be able to hire employees meeting the following criteria:
 - Individuals convicted of a felony shall not be permitted to provided services;

- Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
- Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Warden and/or designee of the corresponding facility requiring service;
- Individuals with restrictions on out-of-state and/or State of NH professional licenses and or certifications;
- Individuals whose professional licenses and/or certification have been revoked and reinstated from other States and/or the State of New Hampshire;
- Individuals with a history of drug diversion;
- Individuals who was a former State of NH employee and/or former contract employee that was dismissed for cause;
- Individuals previously employed with the NH Department of Corrections without prior approval of the NH Department of Corrections; and
- The NH Department of Corrections may not permit relatives of currently incarcerated felons to provide services without prior approval.

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 structure established herein.

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

ADDITIONAL REQUIREMENTS:

Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

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 RFB #2460-21/RFB #2511-22, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/\(S\(a0fzcv55ahaeas45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ahaeas45jpya5i45))/welcome.aspx)

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.

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.

Contractor Initials *WMB*
Date 10-12-21

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Fire Suppression System Testing and Inspection services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$635,000.00; 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

FIRE SUPPRESSION			
Location	Annual Cost (1/1/22 – 12/31/22)	Annual Cost (1/1/23 – 12/31/23)	Annual Cost (1/1/24 – 12/31/24)
Department of Corrections/NH State Prison (Men's) *			
H – Building, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Building 1 & 2, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Building A, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Boiler Room, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Old BR #4, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Old BR #3, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Auto Body, 281 North State St. Concord	\$450.00	\$450.00	\$450.00
MSC, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
NEH, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Gym, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Building B, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Auto Mechanic, 281 North State St. Concord	\$450.00	\$450.00	\$450.00
Old BR #4, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Warehouse, 281 North State St. Concord	\$450.00	\$450.00	\$450.00
MSU, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
MSU, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
MCN, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Administration, 281 North State St. Concord	\$450.00	\$450.00	\$450.00
NEH, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Old BR, 281 North State St. Concord	\$700.00	\$700.00	\$700.00
Administration, 281 North State St. Concord	\$500.00	\$500.00	\$500.00
Welding, 281 North State St. Concord	\$450.00	\$450.00	\$450.00
Calumet, 126 Lowell St. Manchester	\$450.00	\$450.00	\$450.00
Shea Farm, 60 Iron Works Rd. Concord	\$450.00	\$450.00	\$450.00

Shea Farm Barn, 60 Iron Works Rd. Concord	\$450.00	\$450.00	\$450.00
Concord DO, 312 North State St. Concord	\$450.00	\$450.00	\$450.00
Farm, 312 North State St. Concord	\$450.00	\$450.00	\$450.00
Retail Store, 312 North State St. Concord	\$450.00	\$450.00	\$450.00
TOTAL	\$61,450.00	\$61,450.00	\$61,450.00
Department of Corrections/Lakes Region Facility - Closed (not an operating location)			
Dube Building, 1 Right Way Path, Laconia	\$650.00	\$650.00	\$650.00
Department of Safety			
Main Building (warehouse), 41 Hazen Drive, Concord	\$450.00	\$450.00	\$450.00
Department of Safety - Marine Patrol			
Marine Patrol- Storage/BE, 3 Higgins Dr. Belmont	\$550.00	\$550.00	\$550.00
Marine Patrol, 31 Dock Rd. Gilford	\$850.00	\$850.00	\$850.00
TOTAL	\$1,400.00	\$1,400.00	\$1,400.00
Department of Safety - Division of Fire Standards, Training, and Emergency Medical Services			
Richard Flynn Fire Academy, 98 Smokey Bear Blvd. Concord	\$350.00	\$350.00	\$350.00
Maintenance Bldg. 98 Smokey Bear Blvd. Concord	\$350.00	\$350.00	\$350.00
New Dorm, 90 Smokey Bear Blvd. Concord	\$350.00	\$350.00	\$350.00
Old Dorm, 90 Smokey Bear Blvd. Concord	\$350.00	\$350.00	\$350.00
ARFF Bldg. 64 Smokey Bear Blvd. Concord	\$350.00	\$350.00	\$350.00
Fire Station, 108 Smokey Bear Blvd. Concord	\$350.00	\$350.00	\$350.00
TOTAL	\$2,100.00	\$2,100.00	\$2,100.00
NH Fish & Game			
Headquarters, 11 Hazen Drive, Concord	\$500.00	\$500.00	\$500.00
Headquarters, 11 Hazen Drive, Concord	\$900.00	\$900.00	\$900.00
Garage/Annex, 17 Hazen Drive, Concord	\$450.00	\$450.00	\$450.00
Cold Storage, 19 Hazen Drive, Concord	\$450.00	\$450.00	\$450.00
Region 2, 200 Main St. New Hampton	\$500.00	\$500.00	\$500.00
Region 3, 225 Main St. Durham	\$500.00	\$500.00	\$500.00
TOTAL	\$3,300.00	\$3,300.00	\$3,300.00
NH Hospital			
36 Clinton St. Concord	\$900.00	\$900.00	\$900.00
36 Clinton St. Concord	\$400.00	\$400.00	\$400.00
Transitional Housing, Pond Place	\$900.00	\$900.00	\$900.00
Transitional Housing, Bayberry, Yellow, Brick, Gray	\$500.00	\$500.00	\$500.00
Howard Rec	\$500.00	\$500.00	\$500.00
Anna Philbrook School, 121 South Fruit St. Concord	\$400.00	\$400.00	\$400.00
Anna Philbrook School, 121 South Fruit St. Concord	\$400.00	\$400.00	\$400.00
TOTAL	\$4,000.00	\$4,000.00	\$4,000.00

Glenclyff Home			
LaMott Wing, 393 High St. Benton	\$1,700.00	\$1,700.00	\$1,700.00
LaMott Win, 393 High St. Benton	\$650.00	\$650.00	\$650.00
Brown Building, 393 High St. Benton	\$650.00	\$650.00	\$650.00
Administration Building, 393 High St. Benton	\$650.00	\$650.00	\$650.00
Service Building, 393 High St. Benton	\$650.00	\$650.00	\$650.00
Bio-Mass Power Plant, 393 High St. Benton	\$450.00	\$450.00	\$450.00
Wood Chip Plant, 393 High St. Benton	\$650.00	\$650.00	\$650.00
TOTAL	\$5,400.00	\$5,400.00	\$5,400.00
Employment Security *			
NHES Nashua, 6 Townsend, St. Nashua	\$400.00	\$400.00	\$400.00
NHES Portsmouth, 2000 Lafayette Rd. Portsmouth	\$400.00	\$400.00	\$400.00
NHES Salem, 29 S. Broadway, Salem	\$600.00	\$600.00	\$600.00
NHES Somersworth, 6 Marsh Brook Dr. Somersworth	\$600.00	\$600.00	\$600.00
NHES Concord/Tobey Building, 45 Fruit St. Concord	\$400.00	\$400.00	\$400.00
TOTAL	\$2,400.00	\$2,400.00	\$2,400.00
DHHS/DJJS			
SYSC, 1056 River Road, Manchester	\$2,990.00	\$2,990.00	\$2,990.00
Liquor Commission **			
W Chesterfield #2, 100B Route 9, W Chesterfield	\$1,600.00	\$1,600.00	\$1,600.00
Headquarters, 50 Storrs St. Concord	\$600.00	\$600.00	\$600.00
Headquarters, 50 Storrs St. Concord	\$600.00	\$600.00	\$600.00
Keene Store #15, 6 Ash Brook Court, Keene	\$700.00	\$700.00	\$700.00
Portsmouth Store #38, Portsmouth Circle, 605 Interstate By-Pass, Portsmouth	\$700.00	\$700.00	\$700.00
Portsmouth Store #38, Portsmouth Circle, 605 Interstate By-Pass, Portsmouth	\$600.00	\$600.00	\$600.00
Portsmouth Store #38, Portsmouth Circle, 605 Interstate By-Pass, Portsmouth	\$600.00	\$600.00	\$600.00
Portsmouth Store #38, Portsmouth Circle, 605 Interstate By-Pass, Portsmouth	\$600.00	\$600.00	\$600.00
Nashua Store #69, 27 Coliseum Ave. Nashua	\$700.00	\$700.00	\$700.00
TOTAL	\$6,700.00	\$6,700.00	\$6,700.00
Department of Natural and Cultural Resources - Franconia			
Cannon Mountain, Franconia Notch State Park, Brookside Learning Center	\$800.00	\$800.00	\$800.00
Cannon Mountain, Franconia Notch State Park, Tramway Valley Station	\$800.00	\$800.00	\$800.00
Cannon Mountain, Franconia Notch State Park, Tramway Mountain Station	\$800.00	\$800.00	\$800.00

Franconia Notch State Park, Flume Visitors Center	\$800.00	\$800.00	\$800.00
Cannon Mountain, Franconia Notch State Park, Peabody Base Lodge	\$800.00	\$800.00	\$800.00
TOTAL	\$4,000.00	\$4,000.00	\$4,000.00
Department of Natural and Cultural Resources - Hampton			
Hampton Seashell Complex, Hampton Beach Park, Seashell Building, 170 Ocean Blvd. Hampton	\$1,500.00	\$1,500.00	\$1,500.00
Department of Natural and Cultural Resources - Hampton			
Urban Forestry Center, Elwyn Road, Portsmouth	\$700.00	\$700.00	\$700.00
Department of Transportation - Bureau of Traffic			
Building A, 18 Smokey Bear Blvd. Concord	\$350.00	\$350.00	\$350.00
Building B, 18 Smokey Bear Blvd. Concord	\$350.00	\$350.00	\$350.00
Building D, 18 Smokey Bear Blvd. Concord	\$350.00	\$350.00	\$350.00
TOTAL	\$1,050.00	\$1,050.00	\$1,050.00
General Services			
Health and Human Services, 29 Hazen Drive, Concord	\$1,150.00	\$1,150.00	\$1,150.00
Dept. of Information Technology, 27 Hazen Drive, Concord	\$400.00	\$400.00	\$400.00
Safety Building, 33 Hazen Drive, Concord	\$1,000.00	\$1,000.00	\$1,000.00
DMV Building, 23 Hazen Drive, Concord	\$700.00		
Morton Building, 7 Hazen Drive, Concord	\$1,150.00	\$1,150.00	\$1,150.00
Administrative Office of the Court, 2 Charles Doe Drive, Concord	\$600.00	\$600.00	\$600.00
Department of Justice, 33 Capitol St. Concord	\$600.00	\$600.00	\$600.00
Legislative Office Building, 33 North State St. Concord	\$1,550.00	\$1,550.00	\$1,550.00
State House Annex, 25 Capitol St. Concord	\$400.00	\$400.00	\$400.00
State House, 107 N. Main St. Concord	\$1,350.00	\$1,350.00	\$1,350.00
State Library, 20 Park St. Concord	\$1,250.00		
Storrs St. Warehouse, 12 Hills Ave. Concord	\$400.00	\$400.00	\$400.00
Storrs St. Warehouse, 12 Hills Ave. Concord	\$700.00	\$700.00	\$700.00
64 South St. Concord	\$400.00	\$400.00	\$400.00
Spaulding Hall, 95 Pleasant St. (State Hospital Grounds), Concord	\$400.00	\$400.00	\$400.00
Londergan Hall, 1010 Pleasant St. (State Hospital Grounds) Concord	\$600.00	\$600.00	\$600.00
Johnson Hall, 107 Pleasant St. (State Hospital Grounds) Concord	\$400.00	\$400.00	\$400.00
Emergency Operations Center, 110 Smokey Bear Blvd. Concord	\$400.00	\$400.00	\$400.00

Emergency Operations Garage, 58 Smokey Bear Blvd. Concord	\$400.00	\$400.00	\$400.00
Records & Archives, 71 South Fruit St. Concord	\$400.00	\$400.00	\$400.00
Mechanical Services, 33 Smokey Bear Blvd. Concord	\$1,000.00	\$1,000.00	\$1,000.00
Material and Research, 5 Hazen Dr. Concord	\$400.00	\$400.00	\$400.00
Walker Building, 21 South Fruit St. Concord	\$400.00	\$400.00	\$400.00
Medical & Surgical, 109 Pleasant St. Concord	\$1,150.00	\$1,150.00	\$1,150.00
Monadnock Mill, 17 Water St. Claremont	\$700.00	\$700.00	\$700.00
Crista McAuliffe Discovery Center, 2 Institute Dr. Concord	\$600.00	\$600.00	\$600.00
Biomass Facility, 31 Hazen Drive, Concord	\$400.00	\$400.00	\$400.00
Boiler Building, 33 Green St. Concord	\$400.00	\$400.00	\$400.00
TOTAL	\$19,300.00	\$19,300.00	\$19,300.00
Emergency Communications			
Dwinell Building, 50 Communications Dr. Concord	\$700.00	\$700.00	\$700.00
Department of Transportation- Bureau of Turnpikes			
Rochester Maintenance Facility, 47 Spaulding Turnpike Connector, Rochester	\$400.00	\$400.00	\$400.00
Department of Transportation – District 5			
District 5 Office/NHDOS State Police Troop B Barracks, 16 East Point Drive, Bedford	\$400.00	\$400.00	\$400.00
Derry Patrol Shed, 41A Kendall Pond Rd. Derry	\$400.00	\$400.00	\$400.00
TOTAL	\$800.00	\$800.00	\$800.00
Veteran's Cemetery			
Maintenance Building, 110 Daniel Webster Hwy. Boscawen	\$400.00	\$400.00	\$400.00
Administration Building, 110 Daniel Webster Hwy. Boscawen	\$400.00	\$400.00	\$400.00
TOTAL	\$800.00	\$800.00	\$800.00

*Location requires background checks before services can begin

**24 hour notification for inspections and testing (techs must be registered/licensed to disarm the pull station to the city)

Repair Rates (Repair Work/Emergency Service Calls) – Fire Suppression	
Monday through Friday, 8:00 AM to 4:30 PM	\$130.00 per hour /per person
Monday through Friday, 4:31 PM to 7:59 AM	\$160.00 per hour/per person
Saturday	\$160.00 per hour/per person
Sunday & Holiday* Work	\$160.00 per hour/per person

Contractor Initials WAB
Date 10-11-21

*Holidays shall be based on State designated holidays

Inspection/Test Type Services	
5-year internal obstruction investigation per system	\$650.00 price per test
3-year full trip test, per system	\$650.00 price per test
Backflow testing, per device	\$90.00 price per device
5-year dry/wet fire hose stand piping testing, per device	\$1,500.00 price per test

Diesel Engine Tune-Up and Preventative Maintenance for Military Services and Veteran's Affairs	
Annual Major Preventative Maintenance	\$2,000.00 Annual Fee
Second - Semi Annual Minor Preventative Maintenance	\$1,000.00 Semi-Annual Fee
Motor Repair Rates	\$125.00 per hour/per person
Straight Tie (M-F 7 AM to 3:30 PM)	\$125.00 per hour/per person
Overtime (3:31 PM to 6:59 AM)	\$165.00 per hour/per person
Double Time (Sundays and Holidays)	\$165.00 per hour/per person

SPECIAL FIRE SUPPRESSION (HALON/CLEAN AGENT)			
Location	Annual Cost (1/1/22 - 12/31/22)	Annual Cost (1/1/23 - 12/31/23)	Annual Cost (1/1/24 - 12/31/24)
NH Police Standards & Training			
Server Room, 17 Institute Drive, Concord	\$350.00	\$350.00	\$350.00
Department of Safety			
DOS/Troop D, 139 Iron Works, Rd. Concord	\$350.00	\$350.00	\$350.00
Department of Military Services and Veteran Affairs			
Building A USPFO, State Military Reserve, Concord	\$350.00	\$350.00	\$350.00
NHNG Training Site, 722 Riverwood Rd. Pembroke, NH	\$350.00	\$350.00	\$350.00
TOTAL	\$700.00	\$700.00	\$700.00
NH Fish & Game			
Headquarters, 11 Hazen Drive, Concord	\$350.00	\$350.00	\$350.00
Bureau of Facilities and Asset Management			
Brown Building, 129 Pleasant St. Concord	\$350.00	\$350.00	\$350.00
General Services			
HHS/DES, 27 Hazen Dr. Concord	\$350.00	\$350.00	\$350.00
HHS/DES, 27 Hazen Dr. Concord	\$350.00	\$350.00	\$350.00
HHS/DES, 27 Hazen Dr. Concord	\$350.00	\$350.00	\$350.00
HHS/DES, 27 Hazen Dr. Concord	\$350.00	\$350.00	\$350.00
Safety, 33 Hazen Dr. Concord	\$350.00	\$350.00	\$350.00
Safety, 33 Hazen Dr. Concord	\$350.00	\$350.00	\$350.00
Safety, 33 Hazen Dr. Concord	\$350.00	\$350.00	\$350.00
Records/Archives, 71 South Fruit St. Concord	\$350.00	\$350.00	\$350.00
Medical/Surgical, 109 Pleasant St. Concord	\$350.00	\$350.00	\$350.00

Contractor Initials MB
Date 10.12.21

Materials & Research, 5 Hazen Dr. Concord	\$350.00	\$350.00	\$350.00
Morton Building, 7 Hazen Dr. Concord	\$350.00	\$350.00	\$350.00
State Library, 20 Park St. Concord	\$350.00	\$350.00	\$350.00
Spaulding, 95 Pleasant St. Concord	\$350.00	\$350.00	\$350.00
State House Annex, 25 Capitol St. Concord	\$350.00	\$350.00	\$350.00
State House Annex, 25 Capitol St. Concord	\$350.00	\$350.00	\$350.00
EOC/IPOC, 110 Smokey Bear Blvd. Concord	\$350.00	\$350.00	\$350.00
TOTAL	\$5,600.00	\$5,600.00	\$5,600.00
Liquor Commission **			
Headquarters, 50 Storrs St. Concord	\$350.00	\$350.00	\$350.00
Computer Room Closet, 50 Storrs St. Concord	\$350.00	\$350.00	\$350.00
TOTAL	\$700.00	\$700.00	\$700.00
NH Veterans Home, 139 Winter St. Tilton			
Welch	\$752.00	\$752.00	\$752.00
Tarr North	\$752.00	\$752.00	\$752.00
Ledu	\$710.00	\$710.00	\$710.00
Tarr South	\$710.00	\$710.00	\$710.00
Tarr South	\$710.00	\$710.00	\$710.00
Fire Pump Station	\$710.00	\$710.00	\$710.00
Town Hall	\$710.00	\$710.00	\$710.00
Maintenance	\$426.00	\$426.00	\$426.00
Maintenance	\$497.00	\$497.00	\$497.00
Warehouse	\$426.00	\$426.00	\$426.00
Warehouse	\$426.00	\$426.00	\$426.00
TOTAL	\$6,829.00	\$6,829.00	\$6,829.00

**24 hour notification for inspections and testing (techs must be registered/licensed to disarm the pull station to the city)

Repair Rates (Repair Work/Emergency Service Calls) Special Fire Suppression (Halon/Clean Agent)	
Monday through Friday, 8:00 AM to 4:30 PM	\$150.00 per hour/per person
Monday through Friday, 4:31 PM to 7:59 AM	\$175.00 per hour/per person
Saturday	\$175.00 per hour/per person
Sunday & Holiday* Work	\$175.00 per hour/per person
*Holidays shall be based on State designated holidays	

Bureau of Court Facilities	Annual Cost (1/1/22 - 12/31/22)	Annual Cost (1/1/23 - 12/31/23)	Annual Cost (1/1/24 - 12/31/24)
Coos County Superior Court, 55 School St. Lancaster	\$1,000.00	\$1,000.00	\$1,000.00
Carroll County Superior Court,	\$1,000.00	\$1,000.00	\$1,000.00

Contractor Initials WAB
Date 10-12-21

96 Water Village Rd. Ossipee			
Concord District Court, 32 Clinton St. Concord	\$700.00	\$700.00	\$700.00
Derry District Court, 10 Courthouse Lane, Derry	\$700.00	\$700.00	\$700.00
Dover District Court, 25 St. Thomas St. Dover	\$1,200.00	\$1,200.00	\$1,200.00
Franklin District Court, 7 Hancock Terrace, Franklin	\$700.00	\$700.00	\$700.00
Hillsborough County Superior Court (North), 300 Chestnut St. Manchester	\$400.00	\$400.00	\$400.00
Hillsborough County Superior Court (South), 30 Spring St. Nashua	\$900.00	\$900.00	\$900.00
Jaffrey Peterborough District Court, 84 Peterborough St. Jaffrey	\$700.00	\$700.00	\$700.00
Laconia District Court, 26 Academy St. Laconia	\$1,200.00	\$1,200.00	\$1,200.00
Lebanon District Court, 38 Centerra Parkway, Lebanon	\$1,200.00	\$1,200.00	\$1,200.00
Manchester District Court, 35 Amherst St. Manchester	\$700.00	\$700.00	\$700.00
Merrimack County Superior Court, 6 Court St. Concord	\$700.00	\$700.00	\$700.00
Merrimack Circuit Court, 4 Baboosic Lake Rd. Merrimack	\$900.00	\$900.00	\$900.00
Milford Circuit Courthouse, 4 Meadowbrook Drive, Milford	\$900.00	\$900.00	\$900.00
Northern Carroll District Court, E. Conway Rd. Rte. 302, Conway	\$700.00	\$700.00	\$700.00
Plymouth District Court, 26 Green St. Plymouth	\$900.00	\$900.00	\$900.00
Rockingham County Superior Court, #10 Route 125, Brentwood	\$700.00	\$700.00	\$700.00
Rochester District Court, 76 No. Main St. Rochester	\$700.00	\$700.00	\$700.00
Hampton Circuit Court, 3 Timber Swamp Rd. Hampton	\$700.00	\$700.00	\$700.00
TOTAL	\$16,600.00	\$16,600.00	\$16,600.00

Department of Military Affairs and Veteran Services	Annual Cost (1/1/22 - 12/31/22)	Annual Cost (1/1/23 - 12/31/23)	Annual Cost (1/1/24 - 12/31/24)
State Military Reservation State Maint. Bldg F, 4 Pembroke Rd. Concord	\$500.00	\$500.00	\$500.00
State Military Reservation, Joint Force HQ Bldg. 1, 4 Pembroke Rd. Concord	\$500.00	\$500.00	\$500.00

State Military Reservation Org Maint. Bldg A, 4 Pembroke Rd. Concord	\$500.00	\$500.00	\$500.00
State Military Reservation Org. Maint. Bldg. L	\$500.00	\$500.00	\$500.00
Army Aviation Support Facility Hanger, 26 Regional Drive, Concord	\$500.00	\$500.00	\$500.00
Army Aviation Support Facility Hangar Bldg. Fuel Truck Bldg. 26 Regional Drive, Concord	\$500.00	\$500.00	\$500.00
State Military Reservation Org. Maint. Bldg. G, 4 Pembroke Rd. Concord	\$500.00	\$500.00	\$500.00
State Military Reservation Comb Support Maint. Building. H, 4 Pembroke Rd. Concord	\$500.00	\$500.00	\$500.00
FMS Rochester, 86 Brock St. Rochester	\$500.00	\$500.00	\$500.00
RTI Pembroke, 722 Riverwood Drive, Pembroke: -Bldg A Barracks -Bldg B ECTC -Bldg C RC	\$500.00	\$500.00	\$500.00
FMS Hooksett, 1241 Hooksett Rd. Hooksett	\$500.00	\$500.00	\$500.00
TOTAL	\$5,500.00	\$5,500.00	\$5,500.00

Repair Rates (Repair Work/Emergency Service Calls) Bureau of Courts/ Military Affairs and Veteran Services	
Monday through Friday, 8:00 AM to 4:30 PM	\$130.00 per hour/per person
Monday through Friday, 4:31 PM to 7:59 AM	\$160.00 per hour/per person
Saturday	\$160.00 per hour/per person
Sunday & Holiday* Work	\$160.00 per hour/per person
*Holidays shall be based on State designated holidays	

Inspection/Test Type Services – Bureau of Courts/Military Affairs and Veteran Services	
5-year internal obstruction investigation per system	\$550.00 price per test
3-year full trip test, per system	\$550.00 price per test
Backflow testing, per device	\$90.00 price per device

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

EXHIBIT D

RFB # 2460-21 & RFB #2511-22 is incorporated here within.

Contractor Initials AB
Date 10/2/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/29/2021

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 Marsh USA Inc. 540 West Madison Street Suite 1200 Chicago, IL 60661 Attn: JCI.Certrequest@marsh.com CN101230598-5-21-22*	CONTACT NAME: Chad Mannella PHONE (A/C, No., Ext.): (866) 966-4664 E-MAIL ADDRESS: JCI.certrequest@marsh.com	FAX (A/C, No.):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	INSURER A: Old Republic Insurance Company		24147
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CHI-009507460-03 **REVISION NUMBER:** 1

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.

MSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313947-21	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313946-21 (Excludes New Hamp) MWTB 313949-21 (Primary NH \$250k) MWZX 313950 (Excess NH \$2.25mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 313943-21 (AOS - see page 2) MWXS 313944-21 (OH & WA)	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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)

Re: Milford Circuit Courthouse

See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER CANCELLATION

State of New Hampshire 25 Capitol Street, RM 102 Concord, NH 03301	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 <i>Marsh USA Inc.</i>
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DELEGATION OF AUTHORITY CERTIFICATE

The undersigned, Nathan D. Manning, Vice President, Field Operations, pursuant to the authority vested in him by: (i) a Sub-Delegation of Authority from the President of Johnson Controls, Inc., a Wisconsin corporation ("JCI"), dated May 14, 2020, (ii) an Incumbency Certificate and Delegation of Authority from the general partner of Johnson Controls Fire Protection LP, a Delaware limited partnership ("JCFP"), dated May 14, 2020, and (iii) a Written Consent in Lieu of Special Meeting of the Management Board from Johnson Controls Security Solutions LLC, a Delaware limited liability company ("JCSS"), dated April 27, 2020, hereby authorizes:

W. Dean Bedard
Total Service Manager

(the "Delegate") to perform, on behalf of each of JCI, JCFP and JCSS, the acts described below:

To execute and deliver any and all contracts for the performance of work, sale of goods, and furnishing of services, and any other instruments in connection therewith and in the ordinary course of business and in accordance with the current Global Approval Authority Matrix.

This authority does not extend to:

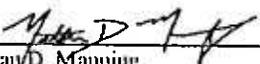
- a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
- b. further sub-delegation of the above acts absent necessary approvals in writing;
- c. the execution of surety, performance or bid bonds;
- d. the signing of any notes, contracts, or any other agreement to borrow money in the name of JCI, JCFP and JCSS, or any form of guaranty for the payment or performance of obligations of any subsidiary, affiliate, or joint venture of JCI, JCFP and JCSS; or
- e. the signing, on behalf of JCI, JCFP and JCSS, of any deeds, abstracts, offers to purchase or any other instruments pertaining to the purchase or sale of real property.

Any actions taken by such Delegate within the scope of acts authorized herein taken between the date of expiration of any prior delegation of authority and the date hereof are hereby ratified, confirmed and approved as the acts and deeds of JCI, JCFP and JCSS.

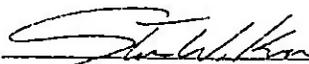
This authority shall remain in full force and effect for one year from the date of issue unless earlier terminated by JCI, JCFP or JCSS or shall automatically terminate upon the end of Delegate's employment with any affiliated company of Johnson Controls International plc.

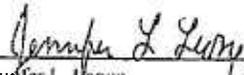
Signed at Milwaukee, Wisconsin, this 11th day of October, 2021.

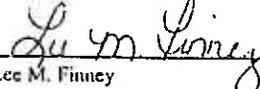
Johnson Controls, Inc. Johnson Controls
Fire Protection LP, and Johnson Controls
Security Solutions LLC


Nathan D. Manning
Vice President, Field Operations

ATTESTS:


Steve W. Keane
Vice President and Assistant Secretary
Johnson Controls, Inc.


Jennifer L. Hoang
Vice President and Secretary
Johnson Controls Fire Protection LP


Lee M. Finney
Vice President and Secretary
Johnson Controls Security Solutions LLC

