



Charles M. Arlinghaus
Commissioner

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

145
mac
Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 18, 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 #8002986) with Johnson Control Fire Protection LP (VC#175878) Nashua, NH, by increasing the price limitation by \$138,185.61 from \$186,070.00 to an amount of up to and not to exceed \$324,255.61 with no change to the contract completion date for Fire Alarm Maintenance and Repair Services, effective upon Governor and Executive Council approval through December 31, 2024. This contract was originally approved by the Commissioner of Administrative Services on November 9, 2021, and most recently amended by the Commissioner of Administrative approval on February 6, 2023.

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 #8002986) was approved by the Commissioner of the Department of Administrative Services on November 9, 2021. It was then subsequently amended with Commissioner approval on January 28, 2022; and on February 6, 2023, to add and/or remove fire alarm maintenance and repair services.

This amendment is **Retroactive Sole Source** because agency expenditures have exceeded the predicted spending and established price limitation for this contract (Contract #8002986) 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 #8002986) in the amount of \$107,707.16 over the current price limitation of \$186,070.00. Further investigation shows the increase is due to higher repair costs.

The contract (Contract #8002986) allows locations to be added with the agency requesting a quote from the contractor. Separate RFQ's were issued for fire alarm maintenance at NH DES, 70 Silk Farm Rd. and NH DES, 72 Silk Farm Rd with Johnson Control Fire Protection LP providing the lowest cost.

This amendment also adds 67 fire alarm related devices at the Army Aviation Support Facility, 26 Regional Drive that were added as part of an expansion at the facility. These devices were activated after the original RFB. Johnson Control Fire Protection LP amended their price to add these devices to the contract, which is in line with the contracted pricing.

The new price limitation of \$324,255.61 includes \$107,707.16 to cover the contract spend not referenced, \$1,000.73 to add locations and additional service, and a 10% repair allowance to cover future service calls and repairs.

Location	Inspection	Annual Costs (1/1/24-12/31/24)
NH DES, 70 Silk Farm Rd., Concord, NH	Semi-Annual	\$400.00
NH DES, 72 Silk Farm Rd., Concord, NH	Semi-Annual	\$400.73
Army Aviation Support Facility 26 Regional Dr. Concord, NH	Semi-Annual	Add 67 fire alarm related devices \$200.00
Total		\$1,000.73

Contract Financials	
Original price limitation	\$186,070.00
Apply contract spend not referenced	\$107,707.16
Add Third amendment	\$1,000.73
Add 10% repair overage	\$29,477.72
New price limitation	\$324,255.61

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 CONTROLS FIRE PROTECTION LP AND
THE STATE OF NEW HAMPSHIRE,
DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRE ALARM MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002986**

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 Controls Fire Protection LP hereinafter referred to as "the Contractor") for Fire Alarm Maintenance and Repair Services.

WHEREAS, pursuant to an agreement effective January 1, 2022 and set to expire December 31, 2024, amended by the First Amendment on January 28, 2022, amended by the Second Amendment on February 6, 2023 (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 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 1.3 Price Limitation and substitute the following:
\$324,255.61
2. Amend form number P-37, Exhibit C, Contract Price, change to the following:
\$324,255.61.
3. Amend Exhibit B, Payment Terms, the following payment terms for the period January 1, 2023 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 70 Silk Farm Rd. Concord, NH	Semi-Annual	N/A	N/A	\$400.00
NH DES 72 Silk Farm Rd. Concord, NH	Semi-Annual	N/A	N/A	\$400.73
Army Aviation Support Facility 26 Regional Dr. Concord, NH	Semi-Annual	\$1,200.00	\$1,200.00	Old Price \$1,200.00 Add 67 devices \$200.00 New Price \$1400.00
			Total	\$1,000.73

Contractor Initials: LCB

Date: 8-29-24

Contract Financials	
Original price limitation	\$186,070.00
Apply contract spend not referenced	\$107,707.16
Add Third amendment	\$1,000.73
Add 10% repair overage	\$29,477.72
New price limitation	\$324,255.61

4. All other provisions of the Agreement, approved by the Commissioner of the Department of Administrative Services on November 9, 2021, shall remain in full force and effect.

Contractor Initials: 

Date: 8-29-24

JOHNSON CONTROL FIRE PROTECTION LP

By: [Signature]

W DEAN BEARDS
(Print Name)

Title: TSM

Date: 8-29-24

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlino
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 10-23-24

OFFICE OF THE ATTORNEY GENERAL

By: Duncan A. Edgar

Duncan A. Edgar
(Print Name)

Title: Assistant Attorney General

Date: November 21, 2024

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

Signed: _____

(Print Name)

Title: _____

Contractor Initials: _____

Date: _____

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



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; Chenguard, 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; Sensomatic Electronics (Puerto Rico) LLC; Sensomatic Electronics, LLC; Sensomatic 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: January 18, 2023

CONTRACT FOR: Fire Alarm Maintenance and Repair Services

CONTRACT #: 8002986

COMMODITY/NIGP CODE: 936 3376

CONTRACTOR: Johnson Controls Fire Protection LP

VENDOR CODE #: 175878

SUBMITTED FOR ACCEPTANCE BY:

all 2023.01.18 14:07:17 -05'00' CSC 2023.01.25 12:48:52 -05'00'

PURCHASING AGENT / COLIN CAPELLE ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

MATHEW T. STANTON, DEPUTY DIRECTOR
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:



DN: cn=Gary S Lunetta, o=Dept
Administrative Services, ou=Div
Procurement & Support Services,
email=Gary.S.Lunetta@das.nh.gov, c=US
Date: 2023.02.01 08:48:28 -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

2/1/23

**SECOND AMENDMENT TO THE CONTRACT
BETWEEN JOHNSON CONTROLS FIRE PROTECTION LP
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRE ALARM MAINTENANCE AND REPAIR SERVICES
CONTRACT # 8002986**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 20TH day of December, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Johnson Controls Fire Protection LP (hereinafter referred to as "the Contractor") for Fire Alarm Maintenance and Repair 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 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:
1.8 \$186,070.00
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period January, 1 2022 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)
Berlin Armory 2169 Riverside Dr. Berlin, NH	Semi-Annual	\$900.00	\$900.00	\$900.00
Hookset FMS 1241 Hooksett Rd. Hooksett, NH	Semi-Annual	\$700.00	\$700.00	\$700.00
Rochester FMS 86 Brock St. Rochester, NH	Semi-Annual	\$700.00	\$700.00	\$700.00
Hampton Tolls Rt. 1-95 Hampton, NH	Annual	N/A	\$340.00	\$340.00

Contractor Initials: 
Date: 12-20-22

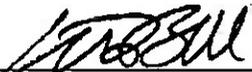
3. Increase pricing for Hampton Beach State Park by \$400.00 annually (new total \$1,100 annually) to include additional devices not reported during the bid process:

Devices Included in Bid		Devices Found Upon Inspection	
Type of Device	Quantity	Type of Device	Quantity
Heat Detector	15	Battery	3
Audible Visible Device	10	Duct Detector	1
Remote Power	2	Heat Detector	38
Pull Stations	5	Panel	3
Versda Detector	2	Pull Station	22
Total	34	Smoke Detector	50
		Audible Visible Device	42
		Strobe	19
		Total	178

4. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 9, 2021 shall remain in full force and effect.

Contractor Initials: *AWB*
 Date: 12-20-22

JOHNSON CONTROLS FIRE PROTECTION LP

By: 
W DEAN BEDARD
(Print Name)

Title: TSM

Date: 12-20-22

STATE OF NEW HAMPSHIRE

By: 
Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 2-6-23

Contractor Initials: 
Date: 12-20-22

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: 0005888236



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of October A.D. 2022.

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

David M. Scanlan
Secretary of State

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:

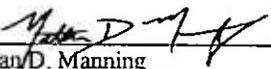
- a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
- b. further sub-delegation of the above acts absent necessary approvals in writing;
- c. the 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



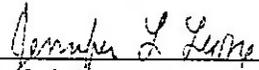
Nathan D. Manning
Vice President, Field Operations



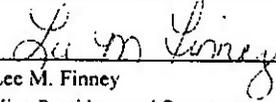
ATTESTS:



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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2022

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 CN101230596-5-22-23*	CONTACT NAME: Chad Mannella PHONE (A/C, No, Ext): (866) 966-4664 FAX (A/C, No): E-MAIL ADDRESS: JCI.certrequest@marsh.com													
	<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 :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Old Republic Insurance Company	24147													
INSURER B :														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** CHI-010198401-01 **REVISION NUMBER:** 2

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 SUBR INSD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313947-22	10/01/2022	10/01/2023	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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC 313943-22 (AOS - see page 2)	10/01/2022	10/01/2023	<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
A				MWXS 313944-22 (OH & WA)	10/01/2022	10/01/2023	

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, Administrative Services, Bureau of Purchase and Property, 25 Capitol Street, Room 102, Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
---	---

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

DATE: January 24, 2022

CONTRACT FOR: Fire Alarm Maintenance and Repair Services

CONTRACT #: 8002986

COMMODITY/NIGP CODE: 936 3376

CONTRACTOR: Johnson Control Fire Protection  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: 2022.01.24 09:16:21 -05'00'

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: 2022.01.24 10:39:11 -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: 2022.01.25 12:47:15 -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 1-28-22

**SECOND AMENDMENT TO THE CONTRACT
 BETWEEN JOHNSON CONTROL FIRE PROTECTION LP
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR FIRE ALARM MAINTENANCE AND REPAIR SERVICES
 CONTRACT # 8002986**

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 Alarm Maintenance and Repair 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 \$176,570.00
2. Amend Exhibit B Payment & Pricing; add the following location and payment terms for the period January 1, 2022 through December 31, 2024:

LOCATION	INSPECTION	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	Semi-Annual	\$1,300.00	\$1,300.00	\$1,300.00
Pembroke Readiness/Annex, 96 Sheep Davis Road, Pembroke	Semi-Annual	\$2,430.00	\$2,430.00	\$2,430.00

Amend Exhibit B Payment & Pricing; remove the following locations and payment terms for the period January 1, 2022 through December 31, 2024:

LOCATION	INSPECTION	ANNUAL COSTS (1/1/22-12/31/22)	ANNUAL COSTS (1/1/23-12/31/23)	ANNUAL COST (1/1/24-12/31/24)
Somersworth Armory	Semi-Annual	\$420.00	\$420.00	\$420.00

15 Blackwater Rd. Somersworth				
Somersworth FMS 15 Blackwater Rd. Somersworth	Semi-Annual	\$280.00	\$280.00	\$280.00
Berlin Armory 2169 Riverside Dr. Berlin	Semi-Annual	\$840.00	\$840.00	\$840.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 9, 2021, shall remain in full force and effect.

JOHNSON CONTROL LP

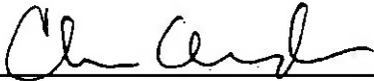
By: W. Dean Bedard

W Dean Bedard
(Print Name)

Title: TSM

Date: 01-07-2022

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 1-28-22



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:

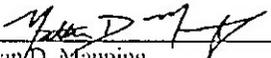
- a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
- b. further sub-delegation of the above acts absent necessary approvals in writing;
- c. the 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.

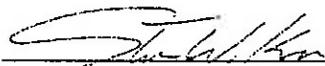
Johnson Controls, Inc. Johnson Controls
Fire Protection LP, and Johnson Controls
Security Solutions LLC



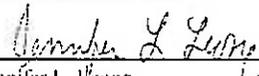
Nathan D. Manning
Vice President, Field Operations



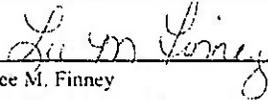
ATTESTS:



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



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.Centrerequest@marsh.com CN101230596-5-21-22*	CONTACT NAME: Chad Mannella	
	PHONE (A/C No., Ext): (866) 966-4664	FAX (A/C No.):
E-MAIL ADDRESS: JCI.centrerequest@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
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.

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 313947-21	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	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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 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>
---	---

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 4, 2021

CONTRACT FOR: Fire Alarm Maintenance and Repair Services

CONTRACT #: 8002986

COMMODITY/NIGP CODE: 936 3376

CONTRACTOR: Johnson Control Fire Protection 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: 2021.11.04 15:09:16 -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: 2021.11.09 11:46:49 -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.gov,
v, c=US
Date: 2021.11.09 13:32:21 -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 11-9-21

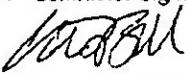
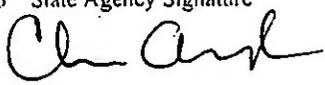
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 \$170,000.000
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: 11-9-21		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 
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, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials
Date 10-11-21

**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 Alarm Maintenance and Repair Services in accordance with the bid/proposal submission in response to State Request for Bid #2461-21/#2511 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 2461-21 & RFB 2511

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 2461-21 & RFB 2511."

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.

The inspection, testing, and maintenance program of this contract shall satisfy the requirements of the National Fire Protection Association ("NFPA") 72, of the adopted edition, shall conform to the equipment manufacturer's recommendations, and shall verify reliable operation of the fire alarm system.

Before proceeding with any testing, the location receiving alarm, supervisory, or trouble signals shall be notified of the testing to prevent unnecessary response and shall only be completed during the hours indicated for that location. The Contractor shall notify the agency contact or designee that the system has been returned to normal operating condition. If the system has not been returned to normal operating condition, the Contractor shall provide written notification immediately to the agency contact or designee.

Fire Alarm System Inspection & Testing Requirements

Visual examinations are to be performed at the commencement of the contract period to ensure proper operation of all system components.

The Contractor shall visually inspect fire alarm system components for proper operation, position, and condition as appropriate. After the initial inspection of all fire alarm system components, the Contractor shall in writing bring to the attention of the agency any problems revealed from the inspection. Necessary corrective action will be identified. The Agency shall provide the Contractor with a list of all devices active in the system. The Contractor shall provide a complete list by device name and number of all items/devices tested.

The Contractor shall be responsible to provide a proposed schedule for annual or semi-annual testing to the State a minimum of two weeks (ten (10) working days) before the actual inspections occur. All testing shall occur under the applicable code. The Contractor shall employ a sufficient number of trained technicians so that annual or semi-annual inspections are completed on time as scheduled. If the Contractor fails to respond within fifteen (15) minutes to the first scheduled appointment, the State reserves the right to charge the Contractor \$20.00 per hour in increments of fifteen (15) minutes. These charges shall be deducted from semi-annual payments that are due the Contractor. Any fire alarm equipment found to be defective from any inspection shall be repaired as soon as possible. All defective equipment shall be listed on the inspection report. The Contractor shall inform the Agency on the anticipated time it will take for the repairs to be completed.

The fire alarm system components shall be physically inspected and tested in accordance with NFPA 72, of the adopted edition, approved test methods and manufacturer's recommendations. The Contractor shall not be responsible for any damage caused to the fire alarm panel system components that are a result of lightening, water, vandalism or misuse by the building owner. The cost to repair any ground faults or wiring issues shall be the responsibility of the State at the repair rates established in this Contract. Any other expenses to repair the system are the responsibility of the Contractor.

To accomplish the Fire Recall Test the responsibilities of the parties shall be as follows:

THE ELEVATOR COMPANY SHALL – be responsible for inspecting the elevator equipment, which includes the elevator machine room, elevator pit, elevator hoist way and elevator car. The inspection also includes the hoist way structure, machine room structure for fire rating. The elevator company inspector shall witness the testing of the related fire initiating devices for the elevator that includes each elevator lobby, associated machine room, elevator pit and elevator hoist way. The cost for all actions stated above to accomplish the annual inspection shall be included as part of the monthly fee submitted in the Elevator Testing/Inspection portion of this bid.

THE OWNER (STATE AGENCY) SHALL - be responsible to provide and schedule a fire alarm company to work in conjunction with the Elevator company for the testing of Firefighters Emergency Operation

(fire recall and shunt trip). All cost associated with and charged by the fire alarm company to accomplish this part of the elevator annual inspection shall be invoiced to the owner (State agency) for their testing of the fire equipment. Note: The Elevator Company shall be responsible for any fees for the fire alarm company due to the Elevator Company's late arrival, no show or late cancellation.

THE FIRE ALARM COMPANY SHALL - administer testing of the Firefighters Emergency Operation (fire recall and shunt trip) in conjunction with the elevator company. The elevator company inspector shall witness the testing of the related fire initiating devices for the elevator that includes each elevator lobby, associated machine room, elevator pit and elevator hoist way. The fire alarm company shall invoice the owner (state agency) for their testing of the fire alarm equipment. Any necessary repairs to the fire alarm equipment will fall under the fire alarm maintenance and repair contract.

If a fire recall retest is required due to a failure of the initial fire recall test, this will need to be approved by the agency before proceeding with an additional test.

The Contractor shall retain the sprinkler Contractor (whom shall be present on site at the time of fire alarm testing) under contract for that location, at no additional cost to the State, to test each sprinkler device back to the fire panel and any sub-panels that may exist. Further, if the testing results in a release of water that fills the sprinkler system, the system shall be emptied and restored to maintain a normal fire panel status.

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 fire alarm system testing and maintenance service shall be accomplished as required by NFPA 72, of the adopted edition, manufacturer recommendations and any State or local fire codes.

The Contractor shall perform testing of fire alarm components in accordance with the frequencies required by NFPA 72, of the adopted edition.

Regular maintenance shall only be completed during the hours indicated for that location, parts and labor on all fire alarm panel system components. The term "regular maintenance" shall include the repair (at Contractor's expense) of any defective components in the main fire panel to main the systems in proper operating condition. 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 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.

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 on

the bid offer spreadsheet. 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 herein.

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)

If a fire watch has been initiated, the Contractor will immediately notify the agency and the NH Fire Marshal's Office. The agency shall alert their insurance company of the initiated fire watch.

The Contractor will comply with the most current NFPA rules for the State throughout the contract period.

Additional Service Requirements:

Bureau of Court Facilities

Inspections hours are Monday through Thursday between the hours of 4:30 PM and midnight. Regular maintenance (repair or replacement of any defective component in the main fire panel and/or peripheral device) shall occur Monday through Friday, between the hours of 7 AM and 4 PM. All scheduling is to be coordinated with David Conner and shall be sent a minimum of ten (10) days advance notice. All quotes for the locations are to be sent to David Conner. All site visits, repairs, and/or inspections will require that the Contractor's technician(s) be escorted by one of the court employees at all times while the technician is on site.

Glenclyff Home ("Glenclyff")

The Contractor shall inspect and test 25% of the fire alarm and detection system devices on a Quarterly Testing schedule in the months of February, May, August, and November according to the Glenclyff device testing and inspection reporting pattern. The Contractor agrees that the schedule is not flexible and if a quarterly check is not performed within the month outlined, Glenclyff Home is not responsible for the quarterly fee.

The Contractor shall ensure that each piece of equipment listed under the fire alarm inventory for Glenclyff is inspected and tested no more than a year from the last day of inspection and testing.

The Contractor shall schedule visits with the Plant Maintenance Engineer or designee to inspect and test equipment at least two (2) weeks prior to the equipment's inspection and

testing due date. The Contractor shall contact the Plant Maintenance Engineer at least five (5) working days in advance of each scheduled visit to confirm the visit and to obtain any information on the equipment's condition in order to prepare for the visit.

The Contractor shall notify the Plant Maintenance Engineer or designee upon arrival to Glenclyff before conducting any business.

The Contractor agrees to comply with Glenclyff's safety guidelines while on the premises of Glenclyff.

The Contractor shall obtain a signature from the Plant Maintenance Engineer or designee before leaving Glenclyff of the work performed and problems discovered upon completion of the visit.

The Contractor shall furnish to the Plant Maintenance Engineer within five (5) calendar days following each visit, a report that at a minimum includes:

- A written summary of the work performed and problems discovered after each visit;
- Confirmation for the proper operation of each device; and
- Recommendations on maintenance, repairs, updates, and replacement parts to the system and that action on said recommendations requires prior authorization.

In addition to the regular maintenance outlined herein, the Contractor shall provide at Glenclyff, corrective maintenance, repairs, updates and/or replacements to devices as follows:

Provide corrective maintenance and provide parts such as but not limited to: smoke detector cleaning to mitigate the dust buildup in the detector to prevent false alarms and as requested by the Plant Maintenance Engineer.

The Contractor shall obtain approval from the Plant Maintenance Engineer prior to taking any action on said maintenance, repair, upgrade, and/or replacement to part(s) by: providing a detailed description for labor and parts for each maintenance repair, upgrade, and/or the replacement part(s) to restore the equipment to working condition. Provide a 'not to exceed' estimate of parts and labor. Ensure that the replacement parts and materials meet manufacturer's specifications.

Upon approval for the maintenance, repair, upgrade and/or replacement work needed, the Contractor will ensure that all work is performed in accordance with the manufacturer's specifications. That all work performed is completed by a certified technician. The corrective repair is completed within one (1) working day from the date of the Plant Maintenance Engineer's or designee's approval. All repair work is approved and signed-off by the Plant Maintenance Engineer or appointed designee.

The Contractor shall obtain approval from the Plant Maintenance Engineer before completing any emergency repairs and/or replacement of part(s). Upon approval for the emergency repair/replacement part work needed, the Contractor will ensure that all work is performed in accordance with the manufacturer's specifications. All work performed is completed by a certified technician. The correct repair is completed. All repair work is approved and signed-off by the Plant Maintenance Engineer or appointed designee.

The Contractor shall ensure, at the request of Glenciff, that each employee performing work in patient care areas have documentation of a criminal background check, which demonstrates no criminal offences.

Department of Military Affairs & Veteran Services

Audible testing will be coordinated in advance with the Adjutant General's Department and may be conducted outside of normal business hours. Semi-annual test shall be performed in January and July of each year.

The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. Normal system maintenance shall occur on Monday through Friday between 7 AM and 5 PM.

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

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. Contractor 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. No premium charges will be paid for any off-hour work.

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 #2461-21 and 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\(a0fzcv55ghaegs45jpyq5i45\)\]/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/[(S(a0fzcv55ghaegs45jpyq5i45)]/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.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Fire Alarm Maintenance and Repair 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 \$170,000.00; 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 ALARM				
LOCATION	INSPECTION	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 Transportation – District 1				
NHDOT – District 1, Lisbon Patrol Shed, 233 South Main St. Lisbon	Semi-Annually	\$425.00	\$425.00	\$425.00
Department of Transportation – District 2				
NHDOT – District 2, 65 Dump Rd. New London	Annually	\$280.00	\$280.00	\$280.00
Department of Transportation – District 3				
NHDOT- District 4, 19 Base Hill Rd. Swanzey	Annually	\$385.00	\$385.00	\$385.00
Department of Transportation – District 5				
Office, 16 East Point Drive, Bedford	Annually	\$280.00	\$280.00	\$280.00
6 East Point Drive, Bedford	Annually	\$280.00	\$280.00	\$280.00
41 A Kendall Pond Rd. Derry	Annually	\$280.00	\$280.00	\$280.00
54 Shadow Lake Rd. Salem	Annually	\$385.00	\$385.00	\$385.00
TOTAL AMOUNT		\$1,225.00	\$1,225.00	\$1,225.00
Department of Transportation – District 6				
50 Gerrish Rd. Dover	Annually	\$210.00	\$210.00	\$210.00
252 Epping Rd. Exeter	Annually	\$200.00	\$200.00	\$200.00
1011 Parker Mountain Rd. Strafford	Annually	\$210.00	\$210.00	\$210.00
TOTAL AMOUNT		\$620.00	\$620.00	\$620.00
NHDOT- Bridge Maintenance				
Portsmouth Memorial Bridge, 45 State St. Portsmouth	Annually	\$300.00	\$300.00	\$300.00
Department of Safety				
Marine Patrol, 3 Higgins Drive, Belmont	Annually	\$350.00	\$350.00	\$350.00
Troop F/ Twin Mt. DMV, 549 Route 302, Twin Mountain	Annually	\$450.00	\$450.00	\$450.00
Troop C/Keene DMV, 4 Meadow Brook Rd. Keene	Annually	\$300.00	\$300.00	\$300.00
Dover DMV, 50 Boston Harbor Rd. Dover	Annually	\$350.00	\$350.00	\$350.00
TOTAL AMOUNT		\$1,450.00	\$1,450.00	\$1,450.00

Contractor Initials *LDK*
Date 10-12-21

Department of Natural and Cultural Resources				
DNCR- Forest and Lands, 6298 Main St. Lancaster	Quarterly	\$700.00	\$700.00	\$700.00
Department of Natural and Cultural Resources- Division of Parks and Recreation				
Mt. Washington – Sherman Adams Building, Mt. Washington State Park	Quarterly	\$1,600.00	\$1,600.00	\$1,600.00
Mt. Washington – Yankee Building, Mt. Washington State Park	Quarterly	\$700.00	\$700.00	\$700.00
TOTAL AMOUNT		\$2,300.00	\$2,300.00	\$2,300.00
Department of Natural and Cultural Resources- Division of Parks and Recreation				
Hampton Beach State Park (North Pavilion, Seashell Building, South Pavilion, South Bath House, North Bath House), Ocean Blvd. Hampton	Semi- Annual	\$700.00	\$700.00	\$700.00
Department of Natural and Cultural Resources – Urban Forestry				
Shieling Forestry Center, 397 Old St. Peterborough	Annually	\$200.00	\$200.00	\$200.00
NH Police Standards & Training				
NH Police Standards & Training, 17 Institute Drive, Concord	Annually	\$200.00	\$200.00	\$200.00
Employment Security **Location Requires Background Checks Before Services can Begin**				
NH Employment Security, 45 South Fruit St. Concord	Annually	\$200.00	\$200.00	\$200.00
NH Fish & Game				
NHFG Office, 17 Hazen Drive, Concord	Annually	\$200.00	\$200.00	\$200.00
NHFG Cold Storage, 19 Hazen Drive, Concord	Annually	\$200.00	\$200.00	\$200.00
NHFG Headquarters, 11 Hazen Drive, Concord	Annually	\$200.00	\$200.00	\$200.00
NHFG Great Bay Discovery Center, 89 Depot Rd. Greenland	Annually	\$200.00	\$200.00	\$200.00
NHFG Region 2, 200 Main St. New Hampton	Annually	\$200.00	\$200.00	\$200.00
NHFG Region 3, 225 Main St. Durham	Annually	\$200.00	\$200.00	\$200.00
NHFG Gregg Conservation Center, 90 Depot Rd. Greenland	Annually	\$200.00	\$200.00	\$200.00
NHFG Owl Brook Hunter Education Center, 387 Perch Pond Rd. Holderness	Annually	\$200.00	\$200.00	\$200.00
NHFG Region 4, 15 Ash Brook Court, Keene	Annually	\$200.00	\$200.00	\$200.00
NHFG Twin Mt. Hatchery, 1450 Route 3, North Carroll	Annually	\$200.00	\$200.00	\$200.00
TOTAL AMOUNT		\$2,000.00	\$2,000.00	\$2,000.00
Department of Environmental Services- Start Date: July 1, 2022				
NHDES –WRBP Gilford Pump Station, 74 Weirs Rd. Gilford	Annually	\$200.00	\$200.00	\$200.00
NHDES- WRBP Glendale Pump Station, 31 Dock Rd. Gilford	Annually	\$200.00	\$200.00	\$200.00
NHDES- Jewell Brook Pump Station, 73 Strafford St. Laconia	Annually	\$200.00	\$200.00	\$200.00
NHDES – WRBP Laconia Maintenance Shop 202 Water Street, Laconia, NH	Annually	\$200.00	\$200.00	\$200.00

NHDES – WRBP MLC Pump Station 763 Scenic Drive, Laconia, NH	Annually	\$200.00	\$200.00	\$200.00
NHDES – WRBP North Main Pump Station 1539 Old North Main Street, Laconia, NH	Annually	\$200.00	\$200.00	\$200.00
NHDES - WRBP Paugus Pump Station 29 Paugus Park Road, Laconia, NH	Annually	\$200.00	\$200.00	\$200.00
NHDES – WRBP Pendleton Pump Station 67 Pendleton Beach Road, Laconia, NH	Annually	\$200.00	\$200.00	\$200.00
NHDES – WRBP River Street Pump Station 101 River Road, Franklin, NH	Annually	\$200.00	\$200.00	\$200.00
NHDES - WRBP State School Pump Station 1 Right Way Path, Laconia, NH	Annually	\$200.00	\$200.00	\$200.00
NHDES – WRBP WWTP Multiple Buildings 528 River Road, Franklin, NH	Annually	\$1,540.00	1,540.00	\$1,540.00
NHDES – WRBP WWTP Electrical Annex 528 River Road, Franklin, NH	Annually	\$200.00	\$200.00	\$200.00
NHDES – WRBP WWTP UV Building 528 River Road, Franklin, NH	Annually	\$350.00	\$350.00	\$350.00
NHDES - WRBP Winnisquam Pump Station 202 Water Street, Laconia, NH	Annually	\$200.00	\$200.00	\$200.00
NHDES – WRBP Ellacoya Pump Station 280 Scenic Drive, Gilford, NH	Annually	\$200.00	\$200.00	\$200.00
NHDES - WRBP Belmont Pump Station 74 South Road, Belmont, NH	Annually	\$200.00	\$200.00	\$200.00
TOTAL AMOUNT		\$4,690.00	\$4,690.00	\$4,690.00
Department of Military Affairs and Veteran Services				
Army Aviation Support Facility, 26 Regional Dr. Concord	Semi-Annual	\$1,200.00	\$1,200.00	\$1,200.00
Berlin Armory, 2169 Riverside Dr. Berlin	Semi-Annual	\$840.00	\$840.00	\$840.00
Concord State Military Reservation (including) Building 1 (Joint Force Headquarters) Building A (USPFO) Building B/C (Adjutant General State Business Office) Building F (CFMO/State Maintenance Facility) Building G (CSMS Annex) Building H (CSMS) Building L (USPFO Warehouse) Building M (Concord Armory) 1 Minuteman Way, Concord 4 Pembroke Rd (Building A,B,C, and M) Concord	Semi-Annual	\$3,000.00	\$3,000.00	\$3,000.00
Franklin Armory, 300 South Main St. Franklin	Semi-Annual	\$700.00	\$700.00	\$700.00
Hillsborough Armory, 140 West Main St. Hillsborough	Semi-Annual	\$420.00	\$420.00	\$420.00

Hillsborough-FMS, 140 West Main St. Hillsborough	Semi-Annual	\$300.00	\$300.00	\$300.00
Lancaster Armory, 532 Main St. Lancaster	Semi-Annual	\$600.00	\$600.00	\$600.00
Lebanon Armory, 174 Heater Rd. Lebanon	Semi-Annual	\$600.00	\$600.00	\$600.00
Lebanon CHP, 174 Heater Rd. Lebanon	Semi-Annual	\$300.00	\$300.00	\$300.00
Littleton Armory, 350 Meadow St. Littleton	Semi-Annual	\$560.00	\$560.00	\$560.00
Littleton FMS, 350 Meadow St. Littleton	Semi-Annual	\$420.00	\$420.00	\$420.00
Littleton CHP, 350 Meadow St. Littleton	Semi-Annual	\$200.00	\$200.00	\$200.00
Manchester Armory, 1059 Canal St. Manchester	Semi-Annual	\$3,100.00	\$3,100.00	\$3,100.00
Milford Armory, 154 Osgood Rd. Milford	Semi-Annual	\$420.00	\$420.00	\$420.00
Milford CHP, 154 Osgood Rd. Milford	Semi-Annual	\$280.00	\$280.00	\$280.00
Nashua Armory, 154 Daniel Webster Hwy. Nashua	Semi-Annual	\$560.00	\$560.00	\$560.00
Nashua CHP, 154 Daniel Webster Hwy. Nashua	Semi-Annual	\$280.00	\$280.00	\$280.00
Plymouth Armory, 19 Armory Rd. Plymouth	Semi-Annual	\$700.00	\$700.00	\$700.00
Portsmouth Armory, 803 McGee Dr. Portsmouth	Semi-Annual	\$840.00	\$840.00	\$840.00
Rochester Armory, 106 Brock St. Rochester	Semi-Annual	\$920.00	\$920.00	\$920.00
Raymond Bisson, 70 Rochester Hill Rd. Rochester	Semi-Annual	\$280.00	\$280.00	\$280.00
RTI Pembroke, 772 Riverwood Drive, Pembroke	Semi-Annual	\$800.00	\$800.00	\$800.00
State Military Training Site, 1079 Parker Mountain, Center Strafford	Semi-Annual	\$4,000.00	\$4,000.00	\$4,000.00
Somersworth Armory, 15 Blackwater Rd. Somersworth	Semi-Annual	\$420.00	\$420.00	\$420.00
Somersworth FMS, 15 Blackwater Rd. Somersworth	Semi-Annual	\$280.00	\$280.00	\$280.00
Hooksett FMS, 1241 Hooksett Rd. Hooksett	Annually	\$700.00	\$700.00	\$700.00
Rochester FMS, 86 Brock St. Rochester	Annually	\$700.00	\$700.00	\$700.00
TOTAL AMOUNT		\$23,420.00	\$23,420.00	\$23,420.00
NH Veterans Home				
139 Winter St. Tilton	Annually	\$8,913.00	\$5,913.00	\$6,513.00

Repair Rates (Repair Work/Emergency Service Calls)	
Monday Through Friday, 7 AM To 4 PM	\$150.00 Per Hour/Per Person
Monday Through Friday, 4:01 PM To 6:59 AM	\$175.00 Per Hour/Per Person
Saturday Work	\$175.00 Per Hour/Per Person
Sunday & Holiday* Work Holidays Shall Be Based On State Designated Holidays	\$175.00 Per Hour/Per Person

3. INVOICE

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

Contractor 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 #2461-21 & RFB #2511 is incorporated here within.

Contractor Initials
Date 10-12-21



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:

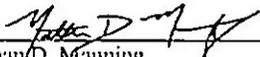
- a. contracts without a (i) financial cap on liability, (ii) fault-based indemnity, and (iii) waiver of consequential damages, unless approved in accordance with the current Global Approval Authority Matrix;
- b. further sub-delegation of the above acts absent necessary approvals in writing;
- c. the 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.

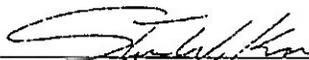
Signed at Milwaukee, Wisconsin, this 11th day of October, 2021.

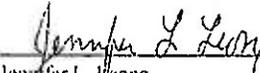
Johnson Controls, Inc. Johnson Controls
Fire Protection LP, and Johnson Controls
Security Solutions LLC

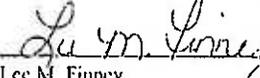

Nathan D. Manning
Vice President, Field Operations



ATTESTS:


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


Jennifer L. Weong
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 "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2021

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.Centrequest@marsh.com CN101230596-5-21-22	CONTACT NAME: Chad Mannella PHONE (A/C, No, Ext): (866) 966-4664 FAX (A/C, No): E-MAIL ADDRESS: JCI.centrequest@marsh.com
	INSURER(S) AFFORDING COVERAGE
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 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER: CHI-009228242-06	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 SUBR INSD 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 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 - COMPROP AGG \$ INC IN GEN AGG
A	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) MWT9 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 DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/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: Contract #8002426 & Contract #8002424.

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 Purchasing and Property 25 Capitol Street, RM 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Marsh USA Inc.</i>
---	---