



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

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

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Charles M. Arlinghaus
Commissioner



Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 30, 2024

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Johnson Control Fire Protection LP (VC#175878) Nashua, NH, in an amount up to and not to exceed \$556,627.50 for fire suppression system testing & inspection services, with the option to renew for up to an additional two years, effective upon Governor and Executive Council approval through December 31, 2027.

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

EXPLANATION

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

Upon approval, Johnson Control Fire Protection LP will provide fire suppression system testing & inspection services at the 29 awarded agencies. This contract will provide the required testing and inspection for the State agency's fire suppression systems as set forth by the National Fire Prevention Association and adopted by the New Hampshire Fire Marshall's Office. The contract also includes provisions for completing emergency repairs at contracted hourly rates, a maximum parts markup of 10%, and a quote provision for non-emergency repairs that requires quotes be obtained from multiple contractors.

The requested price limitation for this contract is \$556,627.50 and is inclusive of anticipated State agency fire suppression system testing & inspection services, including an allowance of \$271,177.50 for repair services. This allowance is based on business intelligence reports that show higher than expected repair costs on the previous contracts. These repair costs averaged 95.3% of the annual cost of the contracted services.

When compared to expiring contracts, there is a 5.69% decrease, or \$24,421.00 savings, over the three-year term for the awarded locations. Johnson Control Fire Protection LP's pricing represents a total cost avoidance of \$375,246.00, respectively, when compared to the next lowest bidder.

Contract financials	
Estimated Term Spend (3 year)	\$285,450.00
Add allowance for additional services	\$271,177.50
Recommended price limitation	\$556,627.50

Based on the foregoing, I am respectfully recommending approval of the contract with Johnson Control Fire Protection LP.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

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



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
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RFB Bid Summary

Employment Security	\$1,800.00	\$4,500.00
Employment Security	\$1,800.00	\$4,500.00
Employment Security	\$1,200.00	\$4,500.00
Employment Security	\$1,200.00	\$4,500.00
Employment Security	\$1,800.00	\$4,500.00
Employment Security	\$1,800.00	\$4,500.00
Employment Security	\$1,200.00	\$4,500.00
Liquor Commission	\$7,500.00	\$9,984.00
Department of Natural and Cultural Resources	\$12,000.00	\$22,500.00
Department of Natural and Cultural Resources	\$6,000.00	\$24,000.00
Department of Corrections/NH State Prison (Women's)	\$10,800.00	\$18,000.00
Department of Transportation - Bureau of Turnpikes	\$1,200.00	\$1,800.00
Department of Transportation - District 1	\$1,200.00	\$2,100.00
Hampstead Hospital	\$3,000.00	\$3,300.00
Pease ANGB	\$50,250.00	No Bid
Department of Military Affairs and Veteran Services	\$27,000.00	No Bid
Bureau of Court Facilities	\$31,200.00	\$49,800.00
NH Fish & Game	\$4,200.00	non-compliant
Special Fire Suppression	Johnson Control	Freedom Fire
NH Police Standards & Training Council	\$1,050.00	No Bid
Department of Safety	\$1,050.00	No Bid
Department of Military Services and Veteran Affairs	\$2,100.00	No Bid
NH Fish & Game	\$1,050.00	No Bid
Central Facilities Bureau	\$19,800.00	No Bid
Liquor Commission	\$2,100.00	No Bid
Bid Totals	\$285,450.00	\$552,096.00
Comparative Bid Totals	\$176,850.00	\$552,096.00



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Recommendation Summary		
Statewide Contract or Amendment	Statewide	
Term of Contract	Three Years	
Price Limitation	\$556,627.50	
Number of Solicitations Received	2	
Number of Sourced bidders	5	
Number of NIGP Vendors Sourced	11	
Number of non-responsive bidders	14	
P-37 Checklist Complete	Yes	
Method of Payment (P-card/ACH)	Both	
FOB Delivered	Yes	
Total Cost Savings/Increase (\$/%)	\$24,421.00	5.69%
Special Notes: The price limitation is \$556,627.50, including an allowance of \$271,177.50 for per repair services. This allowance is based on business intelligence reports that show higher than expected repair costs on the previous contracts. These repair costs average 95.3% of the annual cost of the contracted services. When compared to expiring contracts, there is a 5.69% decrease, or \$24,421.00 savings, over the three-year term for the awarded locations.		

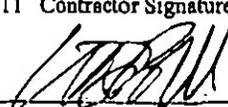
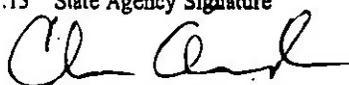
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 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 Unit and Class Various	1.7 Completion Date 12/31/2027	1.8 Price Limitation \$556,627.50
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 63-271-2201	
1.11 Contractor Signature  Date: 11-20-24		1.12 Name and Title of Contractor Signatory W. DEAU, BEDARD - TSM	
1.13 State Agency Signature  Date: 12/4/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: December 9, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 11-20-24

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor

Contractor Initials 100b

Date 11-20-29

warrants that all personnel engaged in the Services shall be qualified to perform the Services and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts

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11-20-24

or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense,

Contractor Initials LDK

Date 11-20-24

execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

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

Contractor Initials LDK

Date 11-20-24

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

Contractor Initials *JB*
Date 11-20-24

EXHIBIT A - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. 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"), Department of Administrative Services, with Fire Suppression System Testing and Inspection Services in accordance with the bid submission in response to State Request for Bid 2974-25 and as described herein.

2. CONTRACT DOCUMENTS:

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

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

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

3. TERM OF CONTRACT:

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

4. SCOPE OF WORK:

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

- 4.1.1. The purpose of this bid is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide Fire Suppression System Testing and Inspection Services according to the adopted editions of National Fire Protection Association (NFPA) standards as defined by RSA 153:1, VI(a)), NFPA 13, Standard for the Installation of Sprinkler Systems, and NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
- 4.1.2. The fire suppression system testing and inspection services to be performed shall consist of the following:
- 4.1.3. Inspections and testing, as required by the applicable NFPA standards (adopted editions as defined by RSA 153:1, VI(a)), manufacturer recommendations, and state/local codes;
- 4.1.4. Any defective part(s) shall be repaired and/or replaced at the State's expense as detailed herein. Requests to repair or replace defective system components shall be approved in advance by the Agency Contact, or his/her designated representative, prior to any actual work being performed by the Contractor;
- 4.1.5. Compile a complete report of the inspection, and submit to the Business Administrator or his/her designated representative within ten (10) working days, explaining any deficiencies and recommending correction to be taken in accordance with recognized codes for care and Maintenance;
- 4.1.6. The Contractor shall provide the following fire pump inspection and testing services, as described herein:
- 4.1.7. Inspect and test the pump systems to determine whether it is in service and satisfactory condition in accordance with the adopted editions as defined by RSA 153:1, VI(a)) of NFPA 20, Standard for the Installation of Stationary Pumps for Fire Protection and NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
- 4.1.8. **SERVICE**
- 4.1.8.1. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. Normal (regular) system maintenance shall occur between the hours indicated for each

location. The Contractor shall be paid for service that is required on weekday evenings after regular hours, weekends, and on State Holidays at the repair rates established in this RFP.

- 4.1.8.2. The Contractor shall respond to service calls within one (1) hour for emergency calls and for non-emergency calls. If on-site service is required on an emergency basis Contractor shall arrive on-site anywhere in the state within two (2) hours, except for Cöos County. For on-site service for emergency calls in Cöos County, Contractor shall be on-site within four (4) hours. If on-site service is required for a non-emergency call, Contractor shall arrive on-site anywhere in the State within one (1) business day. The agency placing the service call shall determine whether the situation constitutes an emergency or a non-emergency.
- 4.1.8.3. If the Contractor cannot complete emergency repairs or replace the part(s) within 4 hours in a 24-hour period, the Contractor shall contact the agency contact indicating why the repair or replacement part(s) cannot be completed and when the equipment shall be returned to normal. The AHJ shall be permitted to require the building to be evacuated or an approved fire watch to be provided for all portions left unprotected by the fire protection system shutdown until the fire protection system has returned to service (NFPA 1: 13.1.11).
- 4.1.8.4. The Contractor shall present, after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon.

4.1.9. Monthly Reporting

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

4.1.10. Capitol Plans

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

4.1.11. Repair Reports

- 4.1.11.1. Upon the completion of each scheduled repair service or emergency repair, and prior to leaving the serviced location, the Contractor shall present a written summary of the work performed and obtain the State's signature thereon.

4.1.12. Replacement Parts

- 4.1.12.1. The Contractor shall, in performing the services as described herein, have readily available spare parts to support the described systems at the Contractor's cost throughout the duration of the Contract.
- 4.1.12.2. The Contractor shall maintain or have readily available replacement parts that are new and of the same quality and brand name as that which is being replaced. Substitutions shall be permitted only with prior authorization of the agency.
- 4.1.12.3. Maintenance and Inspection Requirements
- 4.1.12.4. Inspections and testing are to occur as required by the applicable adopted edition of NFPA standard as defined by RSA 153:1, VI(a), manufacturer recommendations, and state/local codes.
- 4.1.12.5. Any defective part(s) discovered during the testing and inspection shall be repaired and/or replaced at the State's expense as detailed herein. Requests to repair or replace defective system components shall be approved in advance by the Business Administrator, or his/her designated representative, prior to any actual work being performed by the Contractor.
- 4.1.12.6. Regular maintenance shall only be completed during the hours indicated for that location, parts and labor on all fire alarm panel system components.

- 4.1.12.7. The Contractor shall provide a proposed schedule for the inspections as defined by the adopted edition of the NFPA standard covering the testing and/or inspection two weeks (10 working days) before the actual inspections occur. The Contractor shall propose separate inspection schedules. The Contractor shall employ a sufficient number of trained technicians so that inspections are completed on time as scheduled.
- 4.1.12.8. All repair services shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by the State, and at no time shall state facilities or its occupants be placed in jeopardy.
- 4.1.12.9. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 4.1.12.10. The State shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the Contractor of any malfunction in the system(s) that comes to the State's attention.
- 4.1.12.11. All testing and inspection services performed under any awarded contract shall be performed during normal business hours of the corresponding location, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- 4.1.12.12. Locations may be deleted with thirty (30) days written notification.

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

- 4.2.1. The purpose of this bid is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as defined by the adopted NFPA standard. The scope of work shall include Special Fire Suppression System Testing, Maintenance and Inspection Services, as per the adopted editions, as defined by RSA 153:1, VI(a), of NFPA 12, *Standard on Carbon Dioxide Extinguishing Systems*, NFPA 12A, *Standard on Halon 1301 Fire Extinguishing Systems*, NFPA 16, *Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems*, NFPA 17, *Standard for Dry Chemical Extinguishing Systems*, NFPA 17A, *Standard for Wet Chemical Extinguishing Systems*
- 4.2.2. Prior to any work commencing on fire suppression systems that are part of this RFB, the Contractor shall contact the agency contact to arrange a site visit. Site visits will not be allowed without prior notification to the agency contract person or designee.
- 4.2.3. 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.
- 4.2.4. **Inspection and Maintenance Requirements**
 - 4.2.4.1. The Contractor shall provide special suppression system (e.g. halon, clean agent) inspection and maintenance services in accordance with the adopted editions, as defined by RSA 153:1, VI(a), of NFPA 16, *Standard for the Installation of Foam-Water Sprinkler and Foam-Water Spray Systems*, NFPA 17, *Standard for Dry Chemical Extinguishing Systems*, NFPA 17A, *Standard for Wet Chemical Extinguishing Systems*.
 - 4.2.4.2. The Contractor shall provide a proposed schedule, as determined by the adopted edition of the corresponding NFPA standard, for the inspections a minimum of two weeks (10 working days) before the actual inspections occur. The Contractor shall be responsible to establish the appointments and/or schedule by working with the individual Agency Contacts; the agreed

upon schedule shall be provided in writing to the Agency Contact Person. The Contractor shall employ a sufficient number of trained technicians so that inspections are completed on time as scheduled.

- 4.2.4.3. The Contractor shall present after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon.
- 4.2.4.4. All work must be performed in such a manner as not to inconvenience building occupants. The Contractor shall determine the State's normal working conditions and activities in progress and shall conduct the work in the least disruptive manner.
- 4.2.4.5. The State shall be responsible to provide reasonable means of access to all equipment covered by this agreement and promptly notify the Contractor of any malfunction in the system(s) that comes to the State's attention.
- 4.2.4.6. All services performed under any awarded contract shall be performed between the hours listed for each location unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

4.2.5. Service

- 4.2.5.1. The Contractor shall make service available twenty-four (24) hours per day, seven (7) days per week. Normal (regular) system maintenance shall occur between the hours indicated for each location. The Contractor shall be paid for service that is required on weekday evenings after regular hours, weekends, and on State Holidays at the repair rates established by this RFB.
- 4.2.5.2. The Contractor shall respond to service calls within one (1) hour for emergency calls and for non-emergency calls. If on-site service is required on an emergency basis Contractor shall arrive on-site anywhere in the state within two (2) hours, except for Cöos County. For on-site service for emergency calls in Cöos County, Contractor shall be on-site within four (4) hours. If on-site service is required for a non-emergency call, Contractor shall arrive on-site anywhere in the State within one (1) business day. The agency placing the service call shall determine whether the situation constitutes an emergency or a non-emergency.
- 4.2.5.3. If the Contractor cannot complete emergency repairs or replace the part(s) within 4 hours in a 24-hour period, the Contractor shall contact the agency contact indicating why the repair or replacement part(s) cannot be completed and when the equipment shall be returned to normal. The AHJ shall be permitted to require the building to be evacuated or an approved fire watch to be provided for all portions left unprotected by the fire protection system shutdown until the fire protection system has returned to service (NFPA 1: 13.1.11)
- 4.2.5.4. The Contractor shall present, after each scheduled or emergency call and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon.

4.2.6. Monthly Reporting

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

4.2.7. Capitol Plans

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

4.2.8. Repair Reports

4.2.8.1. Upon the completion of each scheduled repair service or emergency repair and prior to leaving the serviced location, the Contractor shall present a written summary of the work performed and obtain the State's signature thereon.

4.2.9. Replacement Parts

4.2.9.1. The Contractor shall, in performing the services as described herein, have readily available spare parts to support the described systems at the Contractor's cost throughout the duration of any awarded contract.

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

5. EMERGENCY REPAIRS:

5.1. The Contractor shall promptly report all deficiencies to the Agency Contact Person. Requests for emergency repairs and/or replace parts shall be approved in advance by the agency representative. Materials shall be invoiced not to exceed 10% above Contractor's cost. Invoices for materials billed using this markup are required to accompany any invoice submission to the State. The State reserves the right to request the Contractor to supply the State with invoices from suppliers documenting the Contractor's cost.

5.2. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

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

6.1. The Contractor shall report all non-emergency deficiencies to the Agency Contact Person. Each notice of non-emergency repair, replacement or maintenance, shall be accompanied by a quote with the parts identified and a scope of work detailing as much information about the repair as available.

6.2. In the best interest of the State of New Hampshire, agencies may seek quotes from alternative Contractors to determine the lowest cost of repairs and/or replacement parts. Work may begin only upon the written approval of the utilizing agency.

6.3. All replacement parts shall be new and of the same quality as that being replaced. All supplies such as oils and refrigerants shall be as specified by the equipment manufacturer. Substitutions will be permitted only with prior authorization of the State representative.

6.4. The Contractor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

7. ADDITIONAL AGENCY REQUIREMENTS:

7.1. Department of Safety- State Police Locations

7.1.1. Contact Sergeant Arteaga via email (Michael.A.Arteaga@dos.nh.gov), at which point, he and the Criminal Records Unit will coordinate an appointment to have the individual(s) fingerprinted at a civilian staffed State Police livescan location. NHSP will provide the required form to the contractor point of contact, who will in turn provide their respective employees with the **individual specific** form to take with them when they are fingerprinted. This form is prefilled to ensure successful routing. Additionally, the contractor point of contact will provide Sergeant Arteaga with an email address for the respective contractor employees in order to assign them basic awareness training within <https://www.cjisonline.com/>. Please note there is ***no charge***, even though the form lists a charge for other purposes.

7.1.2. Completing Security Awareness training <https://www.cjisonline.com/> (in this case "Basic Role")

7.1.2.1. This need to be done once a year, i.e. "John Smith" of Klean Solutions completes the training as a prerequisite to providing cleaning services for Nashua PD. Six months later, Troop B wants "John Smith" of Klean Solution to provide services for the Barracks, since he already took the training, this part **does not** need to be completed again until it has been a year from when he originally completed the training.

- 7.1.2.2. If however, this is a new contractor employee that has not been assigned CJISonline training by any agency they provide services for, the State Police would need to assign this training.
- 7.1.3. Fingerprint supported record check.
- 7.1.3.1. In the above example, even if Nashua PD had already taken prints on and cleared "John Smith", the State Police would still need to conduct their own fingerprint supported record check and additional SPOTS queries prior to granting the individual unescorted access.
- 7.1.4. The Troop Commanders will be provided with a list of the cleared individuals to ensure the individual accessing the barracks is in-fact someone that has been cleared. We strongly recommend that Contractors have all employees that could possibly be needed to provide cleaning services to undergo this process ahead of time. In the event the original person is out (leave, illness, etc.), it is in the best interest of the State Police and the contractor to be prepared to have any backup cleaners also CJIS cleared in the event the routine cleaner is unable to provide services on a given day/night.

7.2. Department of Corrections:

- 7.2.1. Administrative Rules, Policies, Regulations and Policy and Procedure Directives:
- 7.2.2. 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:
- 7.2.3. http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.
- 7.2.4. Prison Rape Elimination Act (PREA) of 2003:
- 7.2.5. 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:
- 7.2.6. http://www.nh.gov/nhdoc/business/rfp_bidding_tools.htm.
- 7.2.7. **Contractor Employee Information/Background Checks:**
- 7.2.7.1. 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.
- 7.2.7.2. The NH Department of Corrections reserves the right to conduct a procedural review of all criminal background checks of all potential Contractor and/or sub-Contractors employees to determine eligibility status.
- 7.2.7.3. The NH Department of Corrections will notify the Contractor of any potential Contractor and/or sub-Contractors employee who does not comply with the criteria identified, below.
- 7.2.7.4. In addition, the Contractor and/or sub-Contractors shall not be able to hire employees meeting the following criteria:
- Individuals convicted of a felony shall not be permitted to provided services;
 - Individuals with confirmed outstanding arrest warrants shall not be permitted to provide services;
 - Individuals with a record of a misdemeanor offense(s) may be permitted to provide services pending determination of the severity of the misdemeanor offense(s) and review of the criminal record history by the Warden and/or designee of the corresponding facility requiring service;

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

8. RECALLS:

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

9. WARRANTY REQUIREMENTS:

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

10. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

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

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

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

11. COMMERCIAL REQUIREMENTS:

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

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

- 11.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 11.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 11.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 11.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 11.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.
- 11.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 11.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 11.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 11.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

12. USAGE REPORTING:

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

13. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 13.1. The Contractor shall provide all fire suppression system testing and inspection services strictly pursuant to, and in conformity with, the specifications as described herein, and under the terms of this Contract.

- 13.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Contractor Registration with up-to-date contact information.
- 13.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 13.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/Vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/Vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 13.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment, or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.
- 13.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

14. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS:

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

15. CONFIDENTIALITY & CRIMINAL RECORD:

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

EXHIBIT B - METHOD OF PAYMENT

16. CONTRACT PRICE:

16.1. The Contractor hereby agrees to provide fire suppression system testing and inspection services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$556,627.50; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

17. PRICING STRUCTURE:

Automatic Fire Sprinkler (Wet, Dry, Preaction)	Annual Cost 2025	Annual Cost 2026	Annual Cost 2027	Total
Department of Corrections/NE State Prison for Men				
H-Building 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Building 1&2 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Building A 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Boiler Room 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Old BR #4 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Old BR #3 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Auto Body 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
MCS 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
NEH 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Gym 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Building B 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Auto Mechanic 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Old BR #4 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Warehouse 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
MSU 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
MSU 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
SHU 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
MCN 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Administration 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
NEH 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Old BR 281 North State Street Concord	\$700.00	\$700.00	\$700.00	\$2,100.00
Administration 281 North State Street Concord	\$500.00	\$500.00	\$500.00	\$1,500.00
Welding 281 North State Street Concord	\$450.00	\$450.00	\$450.00	\$1,350.00
126 Lowell Street Calumet Concord	\$450.00	\$450.00	\$450.00	\$1,350.00
60 Iron Works Rd Shea Farm Concord	\$450.00	\$450.00	\$450.00	\$1,350.00
60 Iron Works Rd Shea Farm Barn Concord	\$450.00	\$450.00	\$450.00	\$1,350.00
312 North State Street Concord DO Concord	\$450.00	\$450.00	\$450.00	\$1,350.00
312 North State Street Farm Concord	\$450.00	\$450.00	\$450.00	\$1,350.00
312 North State Street Retail Store Concord	\$450.00	\$450.00	\$450.00	\$1,350.00

Contractor Initials *[Signature]*
Date 11-20-24

			GROUP TOTAL	\$55,050.00
Department of Corrections/NH State Prison for Women				
42 Perimeter Road Kitchen/Canteen Concord	\$900.00	\$900.00	\$900.00	\$2,700.00
42 Perimeter Road SMU Concord	\$900.00	\$900.00	\$900.00	\$2,700.00
42 Perimeter Road C-2 Building Concord	\$900.00	\$900.00	\$900.00	\$2,700.00
42 Perimeter Road Administration Concord	\$900.00	\$900.00	\$900.00	\$2,700.00
			GROUP TOTAL	\$10,800.00
NH Fish & Game				
15 Ashbrook Court Region 4 Keene	\$500.00	\$500.00	\$500.00	\$1,500.00
11 Hazen Drive Headquarters Concord	\$500.00	\$500.00	\$500.00	\$1,500.00
11 Hazen Drive Headquarters Concord	\$900.00	\$900.00	\$900.00	\$2,700.00
			GROUP TOTAL	\$5,700.00
Department of Corrections/NH NCF				
138 E. Milan A - Building Berlin	\$600.00	\$600.00	\$600.00	\$1,800.00
138 E. Milan B - Building Berlin	\$400.00	\$400.00	\$400.00	\$1,200.00
138 E. Milan C - Building Berlin	\$600.00	\$600.00	\$600.00	\$1,800.00
138 E. Milan D - Building Berlin	\$600.00	\$600.00	\$600.00	\$1,800.00
138 E. Milan Maintenance/Warehouse Berlin	\$600.00	\$600.00	\$600.00	\$1,800.00
			GROUP TOTAL	\$8,400.00
NH Hospital				
36 Clinton Street NH Hospital Concord	\$900.00	\$900.00	\$900.00	\$2,700.00
36 Clinton Street NH Hospital Concord	\$400.00	\$400.00	\$400.00	\$1,200.00
Transitional Housing, Pond Place NH Hospital Concord	\$900.00	\$900.00	\$900.00	\$2,700.00
Transitional Housing, Bayberry, Yellow, Brick, Gray NH Hospital Concord	\$500.00	\$500.00	\$500.00	\$1,500.00
Howard Rec NH Hospital Concord	\$500.00	\$500.00	\$500.00	\$1,500.00
121 South Fruit Street Anna Philbrook School Concord	\$400.00	\$400.00	\$400.00	\$1,200.00
121 South Fruit Street Anna Philbrook School Concord	\$400.00	\$400.00	\$400.00	\$1,200.00
			GROUP TOTAL	\$12,000.00
Glenclyff Home				
393 High Street LaMott Wing Benton	\$1,700.00	\$1,700.00	\$1,700.00	\$5,100.00
393 High Street LaMott Wing Benton	\$650.00	\$650.00	\$650.00	\$1,950.00
393 High Street Brown Building Benton	\$650.00	\$650.00	\$650.00	\$1,950.00
393 High Street Administration Building Benton	\$650.00	\$650.00	\$650.00	\$1,950.00
393 High Street Service Building Benton	\$650.00	\$650.00	\$650.00	\$1,950.00
393 High Street Bio-Mass Power Plant Benton	\$450.00	\$450.00	\$450.00	\$1,350.00
393 High Street Wood Chip Plant Benton	\$650.00	\$650.00	\$650.00	\$1,950.00
			GROUP TOTAL	\$16,200.00
Employment Security				

404 Washington Street NHES Claremont	\$600.00	\$600.00	\$600.00	\$1,800.00
518 White Mountain Highway NHES Conway	\$600.00	\$600.00	\$600.00	\$1,800.00
6 Townsend Street NHES Nashua	\$400.00	\$400.00	\$400.00	\$1,200.00
2000 Lafayette Road NHES Portsmouth	\$400.00	\$400.00	\$400.00	\$1,200.00
29 S. Broadway NHES Salem	\$600.00	\$600.00	\$600.00	\$1,800.00
6 Marsh Brook Drive NHES Somersworth	\$600.00	\$600.00	\$600.00	\$1,800.00
45 South Fruit Street NHES Concord/Tobey Building Concord	\$400.00	\$400.00	\$400.00	\$1,200.00
	GROUP TOTAL			\$10,800.00
Liquor Commission				
Portsmouth Circle, 605 Interstate By-Pass Portsmouth Store #38 Portsmouth	\$700.00	\$700.00	\$700.00	\$2,100.00
Portsmouth Circle, 605 Interstate By-Pass Portsmouth Store #38 Portsmouth	\$600.00	\$600.00	\$600.00	\$1,800.00
Portsmouth Circle, 605 Interstate By-Pass Portsmouth Store #38 Portsmouth	\$600.00	\$600.00	\$600.00	\$1,800.00
Portsmouth Circle, 605 Interstate By-Pass Portsmouth Store #38 Portsmouth	\$600.00	\$600.00	\$600.00	\$1,800.00
	GROUP TOTAL			\$7,500.00
Department of Natural and Cultural Resources				
Franconia Notch State Park Brookside Learning Center Franconia	\$800.00	\$800.00	\$800.00	\$2,400.00
Franconia Notch State Park Tramway Valley Station Franconia	\$800.00	\$800.00	\$800.00	\$2,400.00
Franconia Notch State Park Tramway Mountain Station Franconia	\$800.00	\$800.00	\$800.00	\$2,400.00
Franconia Notch State Park Flume Visitors Center Franconia	\$800.00	\$800.00	\$800.00	\$2,400.00
Franconia Notch State Park Peabody Base Lodge Franconia	\$800.00	\$800.00	\$800.00	\$2,400.00
Mt. Washington State Park Sherman Adams Building Gorham-Top of Mt Washington	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
Mt. Washington State Park Sherman Adams Building Gorham-Top of Mt Washington	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
	GROUP TOTAL			\$18,000.00
Department of Transportation - Bureau of Turnpikes				
47 Spaulding Turnpike Connector Rochester Maintenance Facility Rochester	\$400.00	\$400.00	\$400.00	\$1,200.00
Department of Transportation - District 1				
223 N. Main St. Lisbon Patrol Shed Lisbon	\$400.00	\$400.00	\$400.00	\$1,200.00
Hampstead Hospital				
218 East Road Hampstead, NH Hampstead Hospital & Residential Treatment Facility Hampstead	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
Repair Rates (Repair Work/Emergency Service Calls):				
Monday through Friday 8:00 AM to 4:30 PM	\$130.00	per hour/per person		
Monday through Friday 4:31 PM to 7:59 AM	\$160.00	per hour/per person		
Saturday	\$160.00	per hour/per person		

Sunday & Holiday* Work *Holidays shall be based on State designated holidays	\$160.00	per hour/per person
Inspection/Test Type Services		
5-year internal obstruction investigation per system	\$650.00	price per test
3-year full trip test, per system	\$650.00	price per test
Backflow testing, per device	\$90.00	price per device
5 Year Dry/Wet fire hose standpiping testing, per device	\$1,500.00	price per test

Pease ANGB Fire Sprinkler	Annual Cost 2025	Annual Cost 2026	Annual Cost 2027	Total
100 - Wing HQ - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
145 - Comm - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
149 - Mobility - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
151 - CES - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
156 - Flight Sim - Pease ANGB 302 Newmarket St, Newington NH 03801	\$1,350.00	\$1,350.00	\$1,350.00	\$4,050.00
157 - Vehicle Maintenance - Pease ANGB 302 Newmarket St, Newington NH 03801	\$750.00	\$750.00	\$750.00	\$2,250.00
158 - Snow Barn - Pease ANGB 302 Newmarket St, Newington NH 03801	\$750.00	\$750.00	\$750.00	\$2,250.00
160 - DRBS - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
165 - POL - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
171 Heated Parking POL - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
243 - Fire Dept - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
244 - Pease ANGB 302 Newmarket St, Newington NH 03801	\$750.00	\$750.00	\$750.00	\$2,250.00
247 - ATC - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
249 - AGE - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
251 - Corrosion Control - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
252 - Air Terminal - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
253 - Fuel Cell - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
254 - Maintenance - Pease ANGB 302 Newmarket St, Newington NH 03801	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
254 - Maintenance - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
255 - Medical - Pease ANGB 302 Newmarket St, Newington NH 03801	\$750.00	\$750.00	\$750.00	\$2,250.00
257 - SFS - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
258 - Hazmat - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
262 - Supply - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
264 - OPS - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00

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171 - Pease ANGB 302 Newmarket St, Newington NH 03801	\$600.00	\$600.00	\$600.00	\$1,800.00
			Group Total	\$50,250.00
Repair Rates (Repair Work/Emergency Service Calls):				
Monday through Friday 7 AM - 3 PM	\$130.00	per hour/per person		
Monday through Friday 3:01 PM - 6:59 AM	\$160.00	per hour/per person		
Saturday	\$160.00	per hour/per person		
Sunday & Holiday* Work *Holidays shall be based on State designated holidays	\$160.00	per hour/per person		
Inspection/Test Type Services:				
5-year internal obstruction investigation per system	\$650.00	price per test		
3-year full trip test, per system	\$650.00	price per test		
Backflow testing, per device	\$90.00	price per device		
Repair Rates (Repair Work/Emergency Service Calls):				
Monday through Friday 7 AM - 3 PM	\$130.00	per hour/per person		
Monday through Friday 3:01 PM - 6:59 AM	\$160.00	per hour/per person		
Saturday	\$160.00	per hour/per person		
Sunday & Holiday* Work *Holidays shall be based on State designated holidays	\$160.00	per hour/per person		

Department of Military Affairs and Veteran Services	Annual Cost 2025	Annual Cost 2026	Annual Cost 2027	Total
State Military Reservation State Maint Bldg. F 4 Pembroke Road Concord	\$500.00	\$500.00	\$500.00	\$1,500.00
State Military Reservation Joint Force HQ Bldg. 1 4 Pembroke Road Concord	\$500.00	\$500.00	\$500.00	\$1,500.00
State Military Reservation Org Maint Bldg. A 4 Pembroke Road Concord	\$500.00	\$500.00	\$500.00	\$1,500.00
State Military Reservation Org Maint Bldg. L 4 Pembroke Road Concord	\$500.00	\$500.00	\$500.00	\$1,500.00
Army Aviation Support Fac Hangar Bldg. 26 Regional Drive Concord	\$1,500.00	\$1,500.00	\$1,500.00	\$4,500.00
Army Aviation Support Fac Hangar Bldg. Fuel Truck Bld. 26 Regional Drive Concord	\$2,000.00	\$2,000.00	\$2,000.00	\$6,000.00
State Military Reservation Org Maint Bldg. G 4 Pembroke Road Concord	\$500.00	\$500.00	\$500.00	\$1,500.00
State Military Reservation Comb Support Maint Bldg. H 4 Pembroke Road Concord	\$500.00	\$500.00	\$500.00	\$1,500.00
FMS Rochester 86 Brock Street Rochester	\$500.00	\$500.00	\$500.00	\$1,500.00
RTI Pembroke, Bldg A Barack, Bldg B ECTC, Bldg C RC 722 Riverwood Drive Pembroke	\$1,500.00	\$1,500.00	\$1,500.00	\$4,500.00
FMS Hooksett 1241 Hooksett Road Hooksett	\$500.00	\$500.00	\$500.00	\$1,500.00
			Group Total	\$27,000.00
Inspection/Test Type Services:				
5-year internal obstruction investigation per system	\$550.00	price per test		

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3-year full trip test, per system	\$550.00	price per test
Backflow testing, per device	\$90.00	price per device
Diesel Engine Tune-Up and preventative maintenance for Military Services and Veteran's Affairs		
		2 motors
Annual Major preventative maintenance	\$2,000.00	Annual Fee
Second - Semi-annual Minor preventative maintenance	\$1,000.00	Semi-annual Fee
Motor Repair Rates	\$125.00	per hour/per person
Straight Time (M-F 7 AM to 3:30 PM)	\$125.00	per hour/per person
Overtime (3:31 PM to 6:59 AM)	\$165.00	per hour/per person
Double Time (Sundays and Holidays)	\$165.00	per hour/per person

Bureau of Courts	Annual Cost 2025	Annual Cost 2026	Annual Cost 2027	Total
Coos County Superior Court 55 School Street Lancaster	\$700.00	\$700.00	\$700.00	\$2,100.00
Carroll County Superior Court 96 Water Village Road Ossipee	\$400.00	\$400.00	\$400.00	\$1,200.00
Concord District Court 32 Clinton Street Concord	\$400.00	\$400.00	\$400.00	\$1,200.00
Derry District Court 10 Courthouse Lane Derry	\$400.00	\$400.00	\$400.00	\$1,200.00
Dover District Court 25 St. Thomas Street Dover	\$700.00	\$700.00	\$700.00	\$2,100.00
Franklin District Court 7 Hancock Terrace Franklin	\$400.00	\$400.00	\$400.00	\$1,200.00
Hillsborough County Superior Court (North) 300 Chestnut Street Manchester	\$400.00	\$400.00	\$400.00	\$1,200.00
Hillsborough County Superior Court (South) 30 Spring Street Nashua	\$700.00	\$700.00	\$700.00	\$2,100.00
Jaffrey Peterborough District Court 84 Peterborough Street Jaffrey	\$700.00	\$700.00	\$700.00	\$2,100.00
Laconia District Court 26 Academy Street Laconia	\$700.00	\$700.00	\$700.00	\$2,100.00
Lebanon District Court 38 Centerra Parkway Lebanon	\$400.00	\$400.00	\$400.00	\$1,200.00
Manchester District Court 35 Amherst Street Manchester	\$400.00	\$400.00	\$400.00	\$1,200.00
Merrimack County Superior Court 5 Court Street Concord	\$400.00	\$400.00	\$400.00	\$1,200.00
Merrimack Circuit Court 4 Baboosic Lake Road Merrimack	\$700.00	\$700.00	\$700.00	\$2,100.00
Milford Circuit Courthouse 4 Meadowbrook Drive Milford	\$700.00	\$700.00	\$700.00	\$2,100.00
Northern Carroll District Court E. Conway Road Rte. 302 Conway	\$400.00	\$400.00	\$400.00	\$1,200.00
Plymouth District Court 26 Green Street Plymouth	\$700.00	\$700.00	\$700.00	\$2,100.00
Rockingham County Superior Court #10 Route 125 Brentwood	\$400.00	\$400.00	\$400.00	\$1,200.00
Rochester District Court 76 No. Main Street Rochester	\$400.00	\$400.00	\$400.00	\$1,200.00
Hampton Circuit Court 3 Timber Swamp Road Hampton	\$400.00	\$400.00	\$400.00	\$1,200.00
	Group Total			\$31,200.00
Inspection/Test Type Services				
5-year internal obstruction investigation per system	\$550.00	price per test		
3-year full trip test, per system	\$550.00	price per test		

Contractor Initials *WCB*

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Backflow testing, per device	\$90.00	price per device
Scheduling and Quotes for these locations please contact:		
David Conner, 603-783-1715, david.conner@nh.gov		

Special Fire Suppression (Clean Agent/Halon/Nitrogen)	Annual Cost 2025	Annual Cost 2026	Annual Cost 2027	Total
NH Police Standards & Training Council				
Server Room 17 Institute Drive Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
Department of Safety				
DOS/Troop D 139 Iron Works Rd. Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
Department of Military Services and Veteran Affairs				
Building A USPFO State Military Reservation Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
NHNG Training Site 722 Riverwood Road Pembroke, NH 03275 Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
	GROUP TOTAL			\$2,100.00
NH Fish & Game				
Headquarters 11 Hazen Drive Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
Central Facilities Bureau				
Brown Building 129 Pleasant Street Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
HHS/DES 27 Hazen Drive Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
HHS/DES 27 Hazen Drive Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
HHS/DES 27 Hazen Drive Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
HHS/DES 29 Hazen Drive Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
Safety 33 Hazen Drive Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
Safety 33 Hazen Drive Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
Safety 33 Hazen Drive Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
Records/Archives 71 South Fruit Street Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
Med/Surgical 109 Pleasant Street Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
Materials & Research 5 Hazen Drive Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
Morton 7 Hazen Drive Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
State Library 20 Park Street Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
Spaulding 95 Pleasant Street Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
State House Annex 25 Capitol Street Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
State House Annex 25 Capitol Street Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
EOC/IPOC 110 Smokey Bear Blvd Concord	\$1,000.00	\$1,000.00	\$1,000.00	\$3,000.00
	GROUP TOTAL			\$19,800.00
Liquor Commission				
Concord 50 Storrs Street Concord	\$350.00	\$350.00	\$350.00	\$1,050.00

Contractor Initials 
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Computer Room Closet 50 Storrs Street Concord	\$350.00	\$350.00	\$350.00	\$1,050.00
			GROUP TOTAL	\$2,100.00
Repair Rates (Repair Work/Emergency Service Calls):				
Monday through Friday 8:00 AM to 4:30 PM	\$150.00	per hour/per person		
Monday through Friday 4:31 PM to 7:59 AM	\$175.00	per hour/per person		
Saturday	\$175.00	per hour/per person		
Sunday & Holiday* Work *Holidays shall be based on State designated holidays	\$175.00	per hour/per person		

18. INVOICE:

- 18.1. Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.
- 18.2. The invoice shall be sent to the address of the using agency under agreement.
- 18.3. If the agency is enrolled in the State's P-Card program, the Contractor shall be paid by Procurement Card upon receipt of properly documented invoice and acceptance of the work to the State's satisfaction. Otherwise, the Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

19. PAYMENT:

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

Contractor Initials
Date 11-20-24

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that 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 15th day of November 2024.

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



Julie Brandt
President, Building Solutions, NA

ATTESTS:



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



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





CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MWZY 313947-24	10/01/2024	10/01/2025	EACH OCCURRENCE	\$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
							MED EXP (Any one person)	\$ 50,000
							PERSONAL & ADV INJURY	\$ 5,000,000
							GENERAL AGGREGATE	\$ 20,000,000
							PRODUCTS - COMPOP AGG	\$ INC IN GEN AGG
								\$
A	AUTOMOBILE LIABILITY			MWTB 313946-24 (Excludes New Hamp)	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			MWTB 313949-24 (Primary NH \$250k)	10/01/2024	10/01/2025	BODILY INJURY (Per person)	\$
A	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS			MWZX 313950-24 (Excess NH \$4.75mm)	10/01/2024	10/01/2025	BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Excess NH Auto is Follow Form to Primary NH Auto			PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR						AGGREGATE	\$
	<input type="checkbox"/> RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MWC 313943-24 (AOS - see page 2)	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
A	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWXS 313944-24 (OH & WA)	10/01/2024	10/01/2025	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

CERTIFICATE HOLDER State of New Hampshire Department of Administrative Services Bureau of Purchase and Property 25 Capitol Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC 
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ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

WORKERS COMPENSATION:

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

PRIMARY COVERAGE:

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

WAIVER OF SUBROGATION:

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

ADDITIONAL INSURED - AUTOMOBILE LIABILITY:

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

ADDITIONAL INSURED - GENERAL LIABILITY:

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

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE

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

LIMIT OF LIABILITY:

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

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:

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

NAMED INSURED:

American Chiller Mechanical Service LLC.; ArkLaTex Mechanical Service; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exaog 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

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION - ENDORSEMENT A2

Named Insured Johnson Controls US Holdings, Inc.		Endorsement Number	
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) Of Covered Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - ENDORSEMENT A2A

Named Insured Johnson Controls US Holdings, Inc.			Endorsement Number
Policy Prefix	Policy Number MWZY 313947 24	Policy Period 10/01/24 - 10/01/25	Effective Date of Endorsement 10/01/24
Issued By Old Republic Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location And Description Of Completed Operations:

As required by contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

GL 289 002 1012