

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

DATE: 5/14/2020

CONTRACT #: 8002427

NIGP CODE: 936-3376

CONTRACT FOR: Kitchen Fire Suppression System Testing, Maintenance & Inspection Services

CONTRACTOR: Johnson Control Fire Protection LP

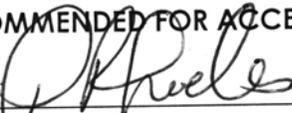
VENDOR CODE #: 175878

SUBMITTED FOR ACCEPTANCE BY:

  
ERICA BRISSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

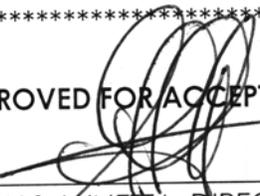
DATE 5/15/2020

RECOMMENDED FOR ACCEPTANCE BY:

  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

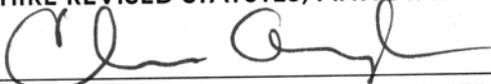
DATE 5/15/2020

APPROVED FOR ACCEPTANCE BY:

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

DATE 5/15/2020

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

  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5/14/20

**THIRD AMENDMENT TO THE CONTRACT  
 BETWEEN JOHNSON CONTROL FIRE PROTECTION LP  
 AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR KITCHEN SUPPRESSION SYSTEM TESTING, MAINTENANCE & INSPECTION SERVICES  
 CONTRACT # 8002427**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 27<sup>th</sup> day of April, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Johnson Control Fire Protection LP (hereinafter referred to as "the Contractor") for Kitchen Suppression System Testing, Maintenance & Inspection Services.

WHEREAS, pursuant to an agreement effective January 1, 2019, amended by the First Amendment on March 2, 2019, amended by the Second Amendment on May 14, 2019 and set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Kitchen Suppression System Testing, Maintenance & Inspection services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$86,421.20

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

<b>DEPARTMENT OF MILITARY AFFAIRS AND VETERAN SERVICES</b>			
<b>Location</b>	<b>Description</b>	<b>Annual Cost 2020</b>	<b>Annual Cost 2021</b>
Milford Armory, 154 Osgood Road, Milford	7 Nozzles 2 – 3 gallon tanks	\$600.00	\$600.00
<b>NH DEPARTMENT OF CORRECTIONS (additional equipment)</b>			
Kitchen, 138 E. Milan Rd., Berlin	7 Nozzles – 1 system	\$600.00	\$600.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 1, 2018, effective January 1, 2019, amended by the First Amendment on March 2, 2019, amended by the Second Amendment on May 14, 2019 and set to expire on December 31, 2021. This contract shall remain in full force and effect.

JOHNSON CONTROL FIRE PROTECTION LP

By: [Signature]  
W DEAN BEDARD  
(Print Name)

Title: TSM

Date: 4-27-20

STATE OF NEW HAMPSHIRE

By: [Signature]  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 5-16-20

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 27 day of April, 2020  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified himself as

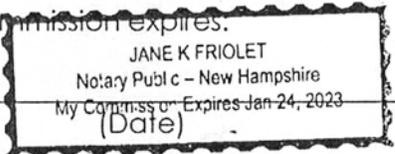
W Dean Bedard

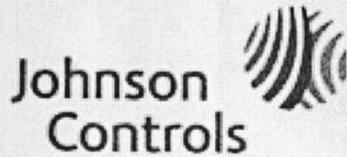
And acknowledge that he executed this  
document indicated above.

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

Jane K Friolet  
(Notary Public/Justice of the Peace)

My commission expires.





Johnson Controls Fire Protection LP  
6900 Congress Avenue  
Boca Raton, FL 33437

Tel: 561-341-7611  
www.johnsoncontrols.com

**JOHNSON CONTROL FIRE PROTECTION LP  
SECRETARY'S CERTIFICATE**

I, Jennifer Leong, Secretary of Johnson Controls Fire Protection LP, a Delaware limited partnership (the "Limited Partnership") hereby certify that as of April 27, 2020, W. Dean Bedard, Total Service Manager for the Limited Partnership, is authorized to sign and to execute documents in connection with Contract Number 8002427 Kitchen Fire Suppression System Testing, Maintenance and Inspection Services and related work for the State of New Hampshire.

The Certificate of Authority is valid from this date forward until otherwise amended by the Limited Partnership.

IN WITNESS WHEREOF, the undersigned has executed this Certificate.

  
\_\_\_\_\_  
Jennifer Leong, Secretary



# State of New Hampshire

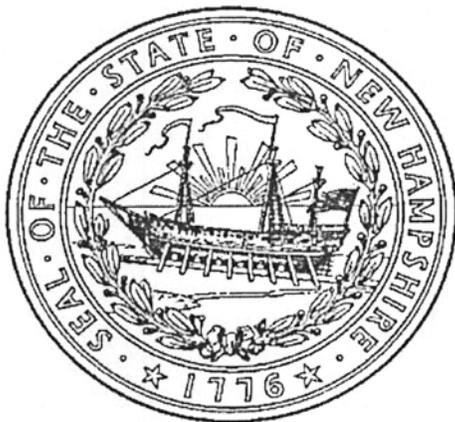
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOHNSON CONTROLS 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: 0004898780



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of April A.D. 2020.

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

William M. Gardner  
Secretary of State





## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Marsh USA Inc.	<b>NAMED INSURED</b> Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209
<b>POLICY NUMBER</b>	<b>EFFECTIVE DATE:</b>
<b>CARRIER</b>	
<b>NAIC CODE</b>	

### ADDITIONAL REMARKS

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

#### WORKERS COMPENSATION:

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

#### PRIMARY COVERAGE:

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

#### WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder 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.

#### UMBRELLA/EXCESS LIABILITY:

If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

#### 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 advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

#### NAMED INSURED:

Air Distribution Technologies IP, LLC; Air System Components, Inc.; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacq Technologies, Inc.; FBN Transportation, Inc.; Federal Energy Infrastructure Solutions, LLC; Grinnell Fire Protection Solutions LLC; Grinnell LLC; Hart & Cooley Trucking Company; Hart & Cooley, Inc.; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Digital Solutions LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, Inc.; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls-Hitchi Air Conditioning North America LLC; Koch Filter Corporation; Master Protection LP dba FireMaster; Qolsys, Inc.; Retail Expert, Inc.; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Selkirk Corporation; Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; SimplexGrinnell LP; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco Integrated Security LLC; Tyco International Holding S.a.r.l.; Tyco International Management Company, LLC; 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, Inc. Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 313947 19	Policy Period 10/01/2019 - 10/01/2020	Effective Date of Endorsement 10/01/19
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.

# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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

Named Insured Johnson Controls, Inc. Tyco International Holding S.a.r.l.			Endorsement Number
Policy Prefix MWZY	Policy Number 313947 19	Policy Period 10/01/2019 - 10/01/2020	Effective Date of Endorsement 10/01/19
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

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

DATE: 5/8/19

CONTRACT #: 8002427

NIGP CODE: 936-3376

CONTRACT FOR: Kitchen Suppression System Testing, Maintenance & Inspection Services

CONTRACTOR: Johnson Control Fire Protection LP

VENDOR CODE #: 175878

SUBMITTED FOR ACCEPTANCE BY:



ERICA BRISSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 5/8/19

\*\*\*\*\*

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 5/19/19

\*\*\*\*\*

APPROVED FOR ACCEPTANCE BY:

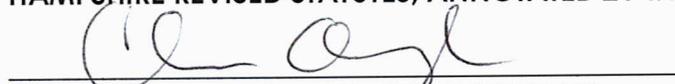


GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 5/9/19

\*\*\*\*\*

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



CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 5/14/19

.....

**SECOND AMENDMENT TO THE CONTRACT  
 BETWEEN JOHNSON CONTROL FIRE PROTECTION LP  
 AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR KITCHEN SUPPRESSION SYSTEM TESTING, MAINTENANCE & INSPECTION SERVICES  
 CONTRACT # 8002427**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 6<sup>th</sup> day of May, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Johnson Control Fire Protection LP (hereinafter referred to as "the Contractor") for Kitchen Suppression System Testing, Maintenance & Inspection Services.

WHEREAS, pursuant to an agreement effective January 1, 2019, amended by the First Amendment on March 2, 2019 and set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Kitchen Suppression System Testing, Maintenance & Inspection services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
 1.8 \$84,021.20
2. Amend Exhibit B Payment & Pricing; remove the following payment terms for the period January 1, 2019 through December 31, 2021:
- 3.

	Description	Annual Cost 2019 -2020	Annual Cost 2020- 2021	Annual Cost 2021-2022
<b>Department of Corrections/Women's State Prison</b>				
NH Women's State Prison, 317 Mast Rd., Goffstown, NH	7 Nozzles, 2.5 Tank	\$600	\$600	\$600

Add the following location:

	Description	Annual Cost 2019 -2020	Annual Cost 2020- 2021	Annual Cost 2021-2022
<b>Department of Corrections/Women's State Prison</b>				
NH Women's State Prison, 42 Perimeter Road, Concord, NH	6 Nozzles, 3 gal tank	\$1,070	\$1070	\$1070

Contractor Initials:   
 Date: 5/6/19

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

JOHNSON CONTROL FIRE PROTECTION LP

STATE OF NEW HAMPSHIRE

By: [Signature]  
W. DEAN BEDARD  
(Print Name)

By: [Signature]  
Charles M. Arlinghaus  
(Print Name)

Title: TSM

Title: Commissioner,  
Department of Administrative Services

Date: 5-6-19

Date: 5-14-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 6<sup>th</sup> day of May, 2019  
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

W. Dean Bedard

And acknowledge that he executed this document indicated above.

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

[Signature]  
(Notary Public/Justice of the Peace)

My commission expires:  
1-24-23  
(Date)

**THERESA A. THULLIER, Notary Public**  
**My Commission Expires January 24, 2023**



Contractor Initials: [Signature]  
Date: 5-20-19



Law Department  
Johnson Controls Fire Protection LP  
6600 Congress Avenue  
Boca Raton, Florida 33487

## JOHNSON CONTROLS FIRE PROTECTION LP

### SECRETARY'S CERTIFICATE

I, Jennifer L. Leong, Secretary of Johnson Controls Fire Protection LP, a Delaware limited partnership (the "Limited Partnership") hereby certify that as of March 26, 2019, W. Dean Bedard, Total Service Manager for the Limited Partnership, is authorized to sign and to execute documents in connection with RFB 2070-18 Fire Suppression System Testing, Fire Alarm Maintenance, Kitchen Fire Suppression, Fire Extinguisher and related work to the P-37 Contract for the State of New Hampshire.

This Certificate of Authority is valid from this date forward until otherwise amended by Johnson Controls Fire Protection LP.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate.

A handwritten signature in cursive script that reads "Jennifer L. Leong".

---

Jennifer L. Leong, Secretary



# State of New Hampshire

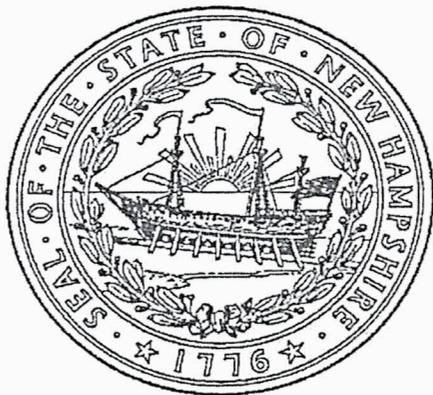
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOHNSON CONTROLS, INC. is a Wisconsin Profit Corporation registered to transact business in New Hampshire on January 02, 1958. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 2045

Certificate Number : 0004404155



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of February A.D. 2019.

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

William M. Gardner  
Secretary of State





## ADDITIONAL REMARKS SCHEDULE

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

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

#### WORKERS COMPENSATION:

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

#### PRIMARY COVERAGE:

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

#### WAIVER OF SUBROGATION:

The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder 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.

#### UMBRELLA/EXCESS LIABILITY:

If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

#### 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 advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements.

#### NAMED INSURED:

Insureds include: Air Distribution Technologies IP, LLC; Air System Components, Inc.; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacoq Technologies, Inc.; FBN Transportation, Inc.; Grinnell LLC; Hart & Cooley Trucking Company; Hart & Cooley, Inc.; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Interstate Battery System International, Inc.; Johnson Controls, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Advanced Power Solutions, LLC; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls APS Production, Inc.; Johnson Controls Battery Group, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, Inc.; Johnson Controls Federal Systems/Versar, LLC; Johnson Controls Fire Protection LP f/k/a SimplexGrinnell LP; Johnson Controls Government Systems LLC; Johnson Controls Navy Systems, LLC; Johnson Controls Security Solutions LLC f/k/a Tyco Integrated Security, LLC; Koch Filter Corporation; Master Protection, LP d/b/a FireMaster; Qolsys, Inc.; Retail Expert, Inc.; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Selkirk Corporation; Senelco Iberia, Inc.; Sensomatic Asia/Pacific, Inc.; Sensomatic Electronics (Puerto Rico) LLC; Sensomatic Electronics, LLC; Sensomatic International, Inc.; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; SimplexGrinnell LP; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco International Holding S.a.r.l.; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation; BC Liquidation, Inc.; Grinnell Fire Protection Solutions LLC; JCW HVAC Supply Center, LLC; Lau Holdings, LLC; Tyco Integrated Security LLC; and Tyco International Management Company, LLC

IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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

Named Insured			Endorsement Number
Policy Prefix	Policy Number	Policy Period	Effective Date of Endorsement
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.

GL 289 001 1012

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

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

Named Insured			Endorsement Number
Policy Prefix	Policy Number	Policy Period	Effective Date of Endorsement
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

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

DATE: March 29, 2019

CONTRACT #: 8002427

NIGP CODE: 936-3376

CONTRACT FOR: Kitchen Fire Suppression System Testing, Maintenance & Inspection, Services

CONTRACTOR: Johnson Controls Fire Protection LP

VENDOR CODE #: 175878

**SUBMITTED FOR ACCEPTANCE BY:**

  
ERICA BRISSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

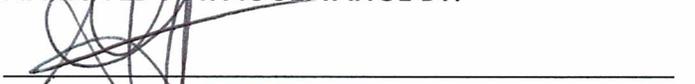
DATE 3/29/19

**RECOMMENDED FOR ACCEPTANCE BY:**

  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

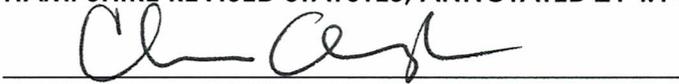
DATE 4/1/19

**APPROVED FOR ACCEPTANCE BY:**

  
GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 4/1/19

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

  
CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4-2-19

**FIRST AMENDMENT TO THE CONTRACT  
 BETWEEN JOHNSON CONTROL FIRE PROTECTION LP  
 AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR KITCHEN FIRE SUPPRESSION SYSTEM TESTING, MAINTENANCE & INSPECTION SERVICES  
 CONTRACT # 8002427**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 26<sup>TH</sup> day of March, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Johnson Control Fire Protection LP (hereinafter referred to as "the Contractor") for Kitchen Fire Suppression System Testing, Maintenance & Inspection Services.

WHEREAS, pursuant to an agreement effective January 1, 2019 set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Kitchen Fire Suppression System Testing, Maintenance & Inspection services for the State in consideration of payment by the State of certain sums as specified therein; and

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

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

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

1.8 \$82,611.00

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

	Description	Annual Cost 2019-2020	Annual Cost 2020-2021	Annual Cost 2021-2022
<b>General Services – John O. Morton Building</b>				
7 Hazen Drive, Concord	6 nozzles/6 Gallon	\$600.00	\$600.00	\$600.00

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

**JOHNSON CONTROL FIRE PROTECTION LP**

By: *W. Dean Bedard*

W. Dean Bedard  
(Print Name)

Title: TSM

Date: 3-26-19

**STATE OF NEW HAMPSHIRE**

By: *Charles M. Arlinghaus*

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 4-2-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 26<sup>th</sup> day of March, 2019.  
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

W. Dean Bedard

And acknowledge that he executed this document indicated above.

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

Theresa A. Thuillier  
(Notary Public/Justice of the Peace)

My commission expires:

1-24-23  
(Date)

**THERESA A. THUILLIER, Notary Public**  
**My Commission Expires January 24, 2023**



Contractor Initials: *WDB*  
Date: 3/26/19



Law Department  
Johnson Controls Fire Protection LP  
6600 Congress Avenue  
Boca Raton, Florida 33487

**JOHNSON CONTROLS FIRE PROTECTION LP**  
**SECRETARY'S CERTIFICATE**

I, Jennifer L. Leong, Secretary of Johnson Controls Fire Protection LP, a Delaware limited partnership (the "Limited Partnership") hereby certify that as of March 26, 2019, W. Dean Bedard, Total Service Manager for the Limited Partnership, is authorized to sign and to execute documents in connection with RFB 2070-18 Fire Suppression System Testing, Fire Alarm Maintenance, Kitchen Fire Suppression, Fire Extinguisher and related work to the P-37 Contract for the State of New Hampshire.

This Certificate of Authority is valid from this date forward until otherwise amended by Johnson Controls Fire Protection LP.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate.

A handwritten signature in blue ink that reads "Jennifer L. Leong".

---

Jennifer L. Leong, Secretary



# State of New Hampshire

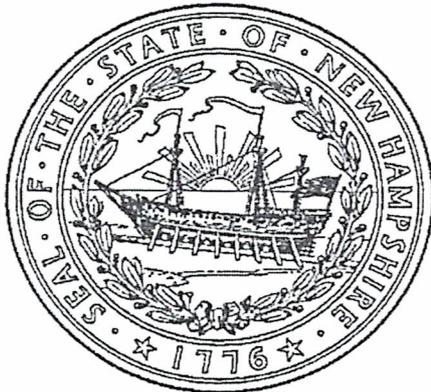
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOHNSON CONTROLS, INC. is a Wisconsin Profit Corporation registered to transact business in New Hampshire on January 02, 1958. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 2045

Certificate Number : 0004404155



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of February A.D. 2019.

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/18/2018

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> Marsh USA Inc. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 Attn: JCI.Certrequest@marsh.com CN101230596-5-18-19*	<b>CONTACT NAME:</b> Ann Moody <b>PHONE (A/C, No, Ext):</b> 414 290 4700 <b>E-MAIL ADDRESS:</b> ann.c.moody@marsh.com	<b>FAX (A/C, No):</b> 414 290 4960
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	<b>INSURER A :</b> Old Republic Insurance Company	
	<b>INSURER B :</b> ACE Property and Casualty Insurance Company	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CHI-008888309-04      **REVISION NUMBER:** 4

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313947	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313946 (Excludes New Hamp) MWTB 313949 (Primary NH \$250k) MWZX 313950 (Excess NH \$7.25mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTIONS \$			G28162509 003	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 313943 00 (AOS - see page 2) MWXS 313944 (OH & WA)	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

**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.

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Administrative Services Bureau of Purchasing and Property 25 Capitol Street, RM 102 Concord, NH 03301	<b>CANCELLATION</b> 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 Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> Johnson Controls, Inc. Tyco International Holding S.a.r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

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

**WORKERS COMPENSATION:**

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

**PRIMARY COVERAGE:**

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

**WAIVER OF SUBROGATION:**

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

**ADDITIONAL INSURED - AUTOMOBILE LIABILITY:**

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

**ADDITIONAL INSURED - GENERAL LIABILITY:**

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

**ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE:**

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

**LIMIT OF LIABILITY:**

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

**UMBRELLA/EXCESS LIABILITY:**

If the primary insurance policies noted on the face of this Certificate of Liability Insurance satisfy the combination of minimum primary limits and minimum Umbrella/Excess Liability limits required by the written contract, the Umbrella/Excess Liability limits shown on the face of this Certificate of Liability Insurance do not apply.

**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:**

Insureds include: Air Distribution Technologies IP, LLC; Air System Components, Inc.; Carter Brothers, LLC; CEM Access Systems, Inc.; Central CPVC Corporation; Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Digital Security Controls, Inc.; Eastern Sheet Metal, Inc.; Elpas, Inc.; Exacoq Technologies, Inc.; FBN Transportation, Inc.; Grinnell LLC; Hart & Cooley Trucking Company; Hart & Cooley, Inc.; Haz-Tank Fabricators, Inc.; IMECO LLC; Integrated Systems and Power, Inc.; Interstate Battery System International, Inc.; Johnson Controls, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Advanced Power Solutions, LLC; Johnson Controls Air Conditioning and Refrigeration, Inc.; Johnson Controls APS Production, Inc.; Johnson Controls Battery Group, Inc.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Engineering, LLC; Johnson Controls Federal Systems, Inc.; Johnson Controls Federal Systems/Versar, LLC; Johnson Controls Fire Protection LP f/k/a SimplexGrinnell LP; Johnson Controls Government Systems LLC; Johnson Controls Navy Systems, LLC; Johnson Controls Security Solutions LLC f/k/a Tyco Integrated Security, LLC; Koch Filter Corporation; Master Protection, LP d/b/a FireMaster; Qolsys, Inc.; Retail Expert, Inc.; Ruskin Company; Ruskin Rooftop Systems, Inc.; Ruskin Service Company; Selkirk Corporation; Senelco Iberia, Inc.; Sensormatic Asia/Pacific, Inc.; Sensormatic Electronics (Puerto Rico) LLC; Sensormatic Electronics, LLC; Sensormatic International, Inc.; ShopperTrak International Investment LLC; ShopperTrak RCT Corporation; Shurjoint America, Inc.; SimplexGrinnell LP; Tyco Fire & Security LLC; Tyco Fire Products LP; Tyco International Holding S.a.r.l.; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation; BC Liquidation, Inc.; Grinnell Fire Protection Solutions LLC; JCW HVAC Supply Center, LLC; Lau Holdings, LLC; Tyco Integrated Security LLC; and Tyco International Management Company, LLC

# IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

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

Named Insured			Endorsement Number
Policy Prefix	Policy Number	Policy Period	Effective Date of Endorsement
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.

GL 289 001 1012

**IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY**

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

Named Insured			Endorsement Number
Policy Prefix	Policy Number	Policy Period	Effective Date of Endorsement
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

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

DATE: 10/30/2018

CONTRACT #: 8002427

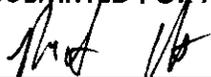
NIGP CODE: 936-3376

CONTRACT FOR: Kitchen Fire Suppression System Testing, Maintenance & Inspection

CONTRACTOR: Johnson Controls Fire Protection LP

VENDOR CODE #: 175878

**SUBMITTED FOR ACCEPTANCE BY:**

  
\_\_\_\_\_

RYAN AUBERT, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 10/30/18

\*\*\*\*\*

**RECOMMENDED FOR ACCEPTANCE BY:**

  
\_\_\_\_\_

PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 10/31/18

\*\*\*\*\*

**APPROVED FOR ACCEPTANCE BY:**

  
\_\_\_\_\_

GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 10/31/18

\*\*\*\*\*

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

  
\_\_\_\_\_

CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 11/1/18

.....

Subject: Kitchen Fire Suppression System Testing, Maintenance & Inspection

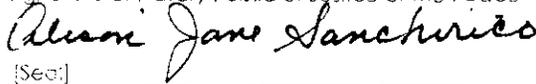
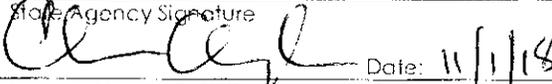
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Johnson Controls Fire Protection LP		1.4 Contractor Address 35 Progress Ave Nashua, NH 03062	
1.5 Contractor Phone Number 978-353-9588	1.6 Account Number Various	1.7 Completion Date 12/31/2021	1.8 Price Limitation \$80,811.00
1.9 Contracting Officer for State Agency Ryan Aubert, Purchasing Agent		1.10 State Agency Telephone Number 603-271-0580	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory W. DEAN BEDARD - Total Service Manager	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>HILLSBOROUGH</u> On <u>10-19-18</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		ALISON JANE SANCHIRICO, Notary Public My Commission Expires January 15, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Alison Jane Sanchirico			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel: (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council: (if applicable) By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### **9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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

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

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

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

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

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

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

#### **14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Jahnsan Contrals 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 Kitchen Fire Suppression System Testing, Maintenance & Inspection Services in accordance with the proposal submission in response to State Request for Propasal #2070-18 and as described herein.

**2. CONTRACT DOCUMENTS**

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

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

**3. TERM OF CONTRACT**

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

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

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

**4. SCOPE OF WORK**

The term "fire suppression system testing and inspection services" as used herein shall include providing all materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein for the fire suppression systems equipment.

The purpose of this Contract is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work shall include Kitchen Fire Suppression System Testing, Maintenance and Inspection Services, as per NFPA 96, of the adopted edition.

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

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.

Maintenance of the fire-extinguishing systems and listed exhaust hoods containing a constant of fire-activated water system that is listed to extinguish a fire in the grease removal devices, hood exhaust plenums, and exhaust ducts shall be made by properly trained, qualified, and certified person(s) acceptable to the authority having jurisdiction.

### **Monthly Reporting**

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

### **Capitol Plans**

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

### **Repair Reports**

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

### **Replacement Parts**

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

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

### **Service**

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

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

The agency placing the service call shall determine whether the situation constitutes an emergency or a non-emergency.

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

The Contractor shall 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.

### **Inspection and Maintenance Requirements**

The kitchen fire suppression system testing and inspection services are to be performed as required by the applicable NFPA 96 regulations, of the adopted edition during the hours specified for each location. Semi-annual tests shall be performed in March through May, and September through November, of each year. The Contractor is required to repair or replace any defective components to maintain the systems in proper operating condition; Defective part(s) shall be repaired and/or replaced at the State's expense as detailed herein.

The Contractor shall be responsible for ensuring the fire panels, fire alarm devices, and the tamper and flow switches are in proper working order during testing. A State employee will be available to provide access to the building and system(s).

The Contractor shall provide Kitchen Suppression System Services, on a semi-annual basis in accordance with NFPA 96 standards of the adopted edition.

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

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

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

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

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

All services performed under this 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.

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

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

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

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

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

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

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

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

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

## **5. TERMINATION**

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

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

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

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

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

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

**8. INSURANCE**

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

**9. CONFIDENTIALITY & CRIMINAL RECORD**

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

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Kitchen Fire Suppression System Testing, Maintenance & Inspection Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$80,811.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

<b>Kitchen Fire Suppression</b>				
	Description	ANNUAL COST	ANNUAL COST	ANNUAL COST
		2019-2020	2020-2021	2021-2022
<b>Department of Corrections/NH Men's State Prison (Location Requires Background Checks Before Services Can Begin)</b>				
Kitchen 281 North State Street Concord, NH	22 Nozzles/2 Large Tanks	\$1,400.00	\$1,400.00	\$1,400.00
Serving Line 1 281 North State Street Concord, NH	3 Nozzles/2.5 Tank	\$500.00	\$500.00	\$500.00
Serving Line 2 281 North State Street Concord, NH	3 Nozzles/2.5 Tank	\$500.00	\$500.00	\$500.00
Serving Line 3 281 North State Street Concord, NH	3 Nozzles/2.5 Tank	\$500.00	\$500.00	\$500.00
Culinary Arts 281 North State Street Concord, NH	3 Nozzles/2.5 Tank	\$500.00	\$500.00	\$500.00
MSU 281 North State Street Concord, NH	3 Nozzles/2.5 Tank	\$500.00	\$500.00	\$500.00
Shea Farm 60 Iron Works Road Concord, NH	3 Nozzles/2.5 Tank	\$500.00	\$500.00	\$500.00
Colamer House 126 Lowell Street Manchester, NH	2 Nozzles, 2.5 tank	\$300.00	\$300.00	\$300.00
Culinary A&B 138 E. Milan Road Berlin, NH	4 Nozzles, 3 Gallon Tank	\$600.00	\$600.00	\$600.00
Kitchen 138 E. Milan Road Berlin, NH	14 Nozzles, (2) 3 Gallon Tanks	\$900.00	\$900.00	\$900.00

Contractor Initials *WAB*  
Date 10/14/18

NH Women's State Prison 317 Mast Road Goffstown, NH	7 Nozzles, 2.5 Tank	\$600.00	\$600.00	\$600.00
<b>TOTAL</b>		<b>\$6,800.00</b>	<b>\$6,800.00</b>	<b>\$6,800.00</b>
<b>Adjutant General (Location Requires Background Checks Before Services can begin)</b>				
State Military Reservation Joint Force HQ Building 1 4 Pembroke Road Concord, NH	Hood Fire Suppression System, 3 gal., 8 heads, HMIS 0- 0-0 liquid	\$600.00	\$600.00	\$600.00
State Military Reservation Troop Command Building M 4 Pembroke Road Concord, NH	Hood Fire Suppression System, 3 gal., 4 heads, HMIS 0- 0-0 liquid	\$600.00	\$600.00	\$600.00
Manchester Readiness Center Armory Building 1059 Canal Street Manchester, NH	Hood Fire Suppression System, 3 gal., 5 heads, HMIS 0- 0-0 liquid	\$600.00	\$600.00	\$600.00
Nashua Readiness Center Armory Building 154 Daniel Webster Highway Nashua, NH	Hood Fire Suppression System, 3 gal., 4 heads, HMIS 0- 0-0 liquid	\$600.00	\$600.00	\$600.00
Plymouth Readiness Center Armory Building 19 Armory Road Plymouth, NH	Hood Fire Suppression System, 3 gal., 4 heads, HMIS 0- 0-0 liquid	\$600.00	\$600.00	\$600.00
NHNG Training Center, Dining Hall Route 126 Center Strafford	Hood Fire Suppression System, 5.5 gal., 5 heads	\$600.00	\$600.00	\$600.00
NHNG Training Center, Dining Hall Route 126 Center Strafford	Hood Fire Suppression System, SND-2 Hood w/275 fire suppression	\$600.00	\$600.00	\$600.00
State Readiness Center 174 Heater Road Lebanon, NH	Hood Fire Suppression System, 3 gal., 5 heads, HMIS 1- 0-0 Ansulex liquid	\$600.00	\$600.00	\$600.00
State Readiness Center 174 Heater Road Lebanon, NH	Hood System: 2.72 gal. 3 heads	\$600.00	\$600.00	\$600.00

State Readiness Center Route 126 Rochester, NH	Hood Fire Suppression System, 3 gal., 4 heads, HMS 0-0- 0 liquid	\$600.00	\$600.00	\$600.00
State Readiness Center 300 Main Street Franklin, NH	Hood Fire Suppression System, 3 gal., 5 heads, HMS 1- 0-0 Ansulox liquid	\$600.00	\$600.00	\$600.00
State Readiness Center 2169 Riverside Drive Berlin, NH	Hood System 2.72 gal., 3 heads	\$600.00	\$600.00	\$600.00
State Readiness Center 140 West Main Street Hillsborough, NH	Hood System 2.72 gal., 3 heads	\$600.00	\$600.00	\$600.00
State Readiness Center 801 McGee Drive Portsmouth, NH	Hood System 2.72 gal., 3 heads	\$600.00	\$600.00	\$600.00
Edwards Cross Training Camp 727 Riverwood Drive Pembroke, NH	Hood System 2.72 gal., 5 heads	\$600.00	\$600.00	\$600.00
State Readiness Center 15 Blackwater Road Somersworth, NH	Hood System 2.72 gal., 3 heads	\$600.00	\$600.00	\$600.00
<b>TOTAL</b>		\$9,600.00	\$9,600.00	\$9,600.00
<b>Bureau of Facilities and Assets Management</b>				
Brown Building 129 Pleasant Street Concord, NH	Kitchen Stove 2 heads, cylinder size 3 gallon / Serving Line 5 heads, cylinder size 3 gallon	\$600.00	\$600.00	\$600.00
<b>TOTAL</b>		\$600.00	\$600.00	\$600.00
<b>Department of Health and Human Services</b>				
SYSC Kitchen 1056 River Road Manchester, NH	7 Nozzles	\$600.00	\$600.00	\$600.00
SYSC Culinary 1056 River Road Manchester, NH	6 Nozzles	\$600.00	\$600.00	\$600.00
SYSC Lifestyles 1056 River Road Manchester, NH	2 Nozzles	\$600.00	\$600.00	\$600.00
<b>TOTAL</b>		\$1,800.00	\$1,800.00	\$1,800.00
<b>General Services</b>				

Emergency Operations Center 224 Sheep Davis Road Concord, NH	Kitchen Stove, 1 tank, 2 Nozzles	\$600.00	\$600.00	\$600.00
Health & Human Services/DES 27-19 Hazen Drive Concord, NH	Kitchen Stove, 1 tank, 4 Nozzles / Serving Line 1 tank, 4 Nozzles	\$600.00	\$600.00	\$600.00
State House Annex 107 North Main Street Concord, NH	Kitchen Stove, 1 tank, 2 Nozzles	\$600.00	\$600.00	\$600.00
State House Annex 107 North Main Street Concord, NH	Serving Line, 1 tank, 3 Nozzles	\$600.00	\$600.00	\$600.00
<b>TOTAL</b>		<b>\$2,400.00</b>	<b>\$2,400.00</b>	<b>\$2,400.00</b>
<b>Department of Resources and Economic Development</b>				
Tramway Valley Station Cannon Mountain Tramway/Franconia Notch State Park Franconia, NH	Fire Suppression Hood	\$700.00	\$700.00	\$700.00
<b>TOTAL</b>		<b>\$700.00</b>	<b>\$700.00</b>	<b>\$700.00</b>

<b>Repair Rates (Repair Work/Emergency Service Calls)</b>	
Monday through Friday 8 AM to 4:30 PM	\$100 Per hour/per person
Monday through Friday 4:31 PM to 7:59 AM	\$130 Per hour/per person
Saturday	\$130 Per hour/per person
Sunday & Holiday* Work *Holidays shall be based on State designated holidays	\$130 Per hour/per person

#### **4. INVOICE**

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

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

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

#### **5. PAYMENT**

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

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials WAB  
Date 12-19-15

EXHIBIT D

RFP #2070-18 is incorporated here within.

Contractor Initials *AS*  
Date 10-14-16

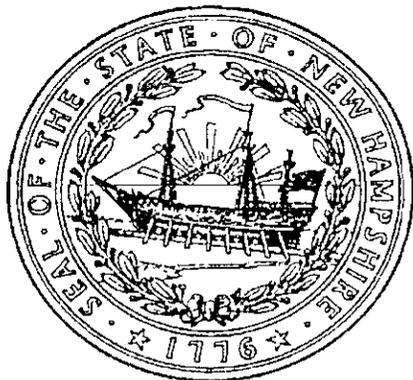
**State of New Hampshire  
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that JOHNSON CONTROLS 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 : 0004199143



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 18th day of October A.D. 2018.

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

William M. Gardner  
Secretary of State



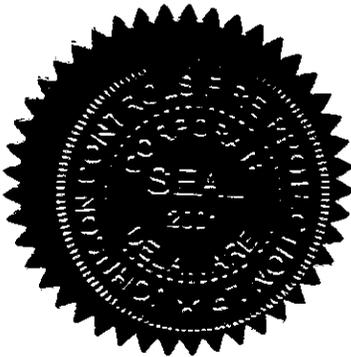
Law Department  
Johnson Controls Fire Protection LP  
6600 Congress Avenue  
Boca Raton, Florida 33487

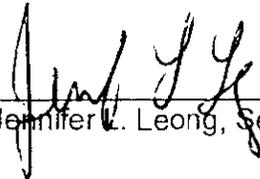
**JOHNSON CONROLS FIRE PROTECTION LP**

**SECRETARY'S CERTIFICATE**

I, Jennifer L. Leong, Secretary of Johnson Controls Fire Protection LP, a Delaware limited partnership (the "Limited Partnership") hereby certify that as of October 19, 2018, W. Dean Bedard, Total Service Manager for the Limited Partnership, is authorized to sign and to execute documents in connection with the RFB 2070-18 Fire Suppression System Testing, Fire Alarm Maintenance, Kitchen Fire Suppression, Fire Extinguisher and related work to the P-37 Contract for the State of New Hampshire.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate.



  
\_\_\_\_\_  
Jennifer L. Leong, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/18/2018

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> Marsh USA Inc 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 Attn: CCI.Centrequest@marsh.com CN10*230590-5-18-13*	<b>CONTACT NAME:</b> Ann Moody <b>PHONE (A/C, No, Ext):</b> 414 290 4700 <b>FAX (A/C, No):</b> 414 290 4960 <b>E-MAIL ADDRESS:</b> ann.c.moody@marsh.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td></td> <td>24147</td> </tr> <tr> <td>INSURER B : ACE Property and Casualty Insurance Company</td> <td></td> <td>20899</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Old Republic Insurance Company		24147	INSURER B : ACE Property and Casualty Insurance Company		20899	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-008888309-04                      **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MWZY 313947	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ INFIN BEN AGG \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 313946 (Excludes New Hamp) MWTB 313949 (Primary NH \$250k) MWZX 313950 (Excess NH \$7.25mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 750,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED:                      RETENTION \$			G28162509 003	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	MWC 313943 00 (AOS - see page 2) MWXS 313944 (OH & WA)	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

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

<b>CERTIFICATE HOLDER</b> State of New Hampshire Department of Administrative Services Bureau of Purchasing and Property 75 Cap'n Street, RM 102 Concord, NH 03301	<b>CANCELLATION</b> 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 Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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