

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

DATE: 4/6/2020

CONTRACT #: 8002430

NIGP CODE: 936-3376

CONTRACT FOR: Fire Alarm Maintenance Services

CONTRACTOR: Impact Fire Services, LLC

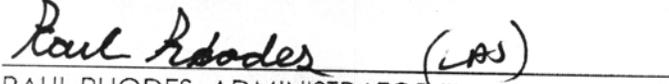
VENDOR CODE #: 299934

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

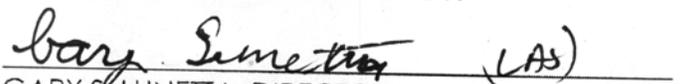
DATE 4/6/2020

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

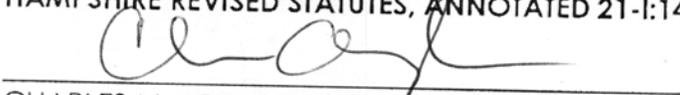
DATE 4/8/20

APPROVED FOR ACCEPTANCE BY:


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

DATE 4/8/20

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 4/8/2020

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**NINETH AMENDMENT TO THE CONTRACT
BETWEEN IMPACT FIRE SERVICES, LLC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRE ALARM MAINTENANCE SERVICES
CONTRACT # 8002430**

This Ninth Amendment (hereinafter referred to as the "Amendment"), dated this 3rd day of April, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Impact Fire Services, LLC. (hereinafter referred to as "the Contractor") for Fire Alarm Maintenance Services.

WHEREAS, pursuant to an agreement effective January 1, 2019, amended by the First Amendment on January 24, 2019, amended by the Second Amendment on January 30, 2019, amended by the Third Amendment on March 11, 2019, amended by the Fourth Amendment on May 5, 2019, amended by the Fifth Amendment on September 12, 2019, amended by the Sixth Amendment on October 30, 2019, amended by the Seventh Amendment on December 12, 2019, amended by the Eighth Amendment on January 27, 2020 and set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain fire alarm maintenance 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 \$238,385.71

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

LOCATION NAME	INSPECTION COVERAGE	SEMI-ANNUAL COST 2020	SEMI-ANNUAL COST 2021
Milford Circuit Court	Semi-Annual	\$350.00	\$350.00

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 January 24, 2019, amended by the Second Amendment on January 30, 2019, amended by the Third Amendment on March 11, 2019, amended by the Fourth Amendment on May 5, 2019, amended by the Fifth Amendment on September 12, 2019, amended by the Sixth Amendment on October 30, 2019, amended by the Seventh Amendment on December 12, 2019, amended by the Eighth Amendment on January 27, 2020 and set to expire December 31, 2021, shall remain in full force and effect.

IMPACT FIRE SERVICES, LLC.

By: *John P. Theriault*
John Theriault
(Print Name)

Title: Northeast Regional Manager

Date: April 3, 2020

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*
Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 4-6-2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 3rd day of April, 2020,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

John Theriault, Northeast Regional Director

And acknowledge that he executed this
document indicated above.

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

Muriel R. Motard
(Notary Public/Justice of the Peace)

My commission expires:

MURIEL R. MÔTARD, Notary Public
My Commission Expires July 31, 2024
(Date)

Certificate of Authority

I, **Hank Stuart, District Manager**
Printed Name of Certifying Officer

of **Impact Fire Services, LLC** do
Name of Company

hereby certify that **John Theriault** is authorized to execute any document
Printed Name of Person Authorized to Sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the **District HR Manager**
Office/Position of Certifying Officer
this 3rd day of **April** 2020
Name of Company

Hank Stuart

State of **New Hampshire**
County of **Hillsborough**
On **April 3, 2020**
Date

before me, **Muriel Motard**
Name of Notary or Justice of the Peace

the undersigned officer personally appeared **Dianne Dowd** who
Printed Name of Certifying Officer
acknowledged him/herself to be the **District HR Manager** of **Impact Fire Services, LLC**
Office/Position *Name of Company*
and that he/she, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

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

Muriel R Motard

my seal

MURIEL R. MOTARD, Notary Public
My Commission Expires July 31, 2024



IMPAFAC-01

KELSONM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2020

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

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

PRODUCER Insurance Office of America, Inc. 1855 West State Road 434 Longwood, FL 32750	CONTACT NAME: PHONE (A/C, No, Ext): (800) 243-6899 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Clear Blue Specialty Insurance Company</td> <td style="border: none;">37745</td> </tr> <tr> <td style="border: none;">INSURER B : American Alternative Insurance Corp</td> <td style="border: none;">19720</td> </tr> <tr> <td style="border: none;">INSURER C : Praetorian Insurance Company</td> <td style="border: none;">37257</td> </tr> <tr> <td style="border: none;">INSURER D : Starr Indemnity & Liability Company</td> <td style="border: none;">38318</td> </tr> <tr> <td style="border: none;">INSURER E : Indian Harbor Insurance Company</td> <td style="border: none;">36940</td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Clear Blue Specialty Insurance Company	37745	INSURER B : American Alternative Insurance Corp	19720	INSURER C : Praetorian Insurance Company	37257	INSURER D : Starr Indemnity & Liability Company	38318	INSURER E : Indian Harbor Insurance Company	36940	INSURER F :	
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INSURER E : Indian Harbor Insurance Company	36940														
INSURER F :															
INSURED Impact Fire Services, LLC 26 Hampshire Dr Hudson, NH 03051															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	ADDD INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		WCSEGL0000346-01	2/14/2020	2/14/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liab As						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Incl in General Liab						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			3RA2CA000005100	2/14/2020	2/14/2021	XCU Included \$
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000				
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$					
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			WCSECEL000034701	2/14/2020	2/14/2021	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 3,000,000				
	DED	RETENTION \$	\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			QWC4001853	2/14/2020	2/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
D	Excess Liability			1000586200201	2/14/2020	2/14/2021	Limit 7,000,000
E	Profession/Pollution			PEC0056063	2/14/2020	2/14/2021	Limit/Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 State of New Hampshire - Department of Administrative Services are Additional Insureds with respect to General Liability per forms CG2010 0704 and CG2037 0704 when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Administrative Services 25 Capitol Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE - A221073
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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Blanket where required by written contract signed by both parties and the insured contract is executed prior to any loss	Any location where required by written contract signed by both parties and the insured contract is executed prior to any loss
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, in whole or in part, 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Blanket where required by written contract signed by both parties and the insured contract is executed prior to any loss	Any location where required by written contract signed by both parties and the insured contract is executed prior to any loss
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, in whole or in part, 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".



THIS ENDORSEMENT CHANGES/MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement changes/modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement is attached to and forms a part of the Policy as listed in the Declarations Page or Declarations Extension Schedule, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective date: 2/14/2020

Policy No.: WCSECGL0000346-01 Endorsement No.:1

Named Insured: Impact Fire Services, LLC.; Academy Fire Life Safety, LLC.

Authorized Representative _____

Laura Tyler

THIS ENDORSEMENT CHANGES/MODIFIES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION

This endorsement changes/modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The scheduled designated person or organization noted below will be given thirty (30) days notice of cancellation, except as respects non-payment of premium, for which ten (10) days notice will apply.:

Designated Person or Organization

Blanket when required by written contract.

But failure to mail such notice shall impose no obligation or liability of any kind upon the Company, its Agents or Representatives.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement is attached to and forms a part of the Policy as listed in the Declarations Page or Declarations Extension Schedule, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective date: 2/14/2020

Policy No.: WCSECGL0000346-01

Named Insured: AI Fire, LLC., Impact Fire

Services, LLC., Academy Fire Life Safety, LLC. Authorized Representative Shay Tyler

WCIS CGL 10010 05 17

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Blanket per written contract

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 02/14/2020	Countersigned By: Shay Tyler
Named Insured: AI Fire, LLC., Impact Fire Services, LLC, Academy Fire Life Safety, LLC.	<i>Shay Tyler</i> (Authorized Representative)

SCHEDULE

Name of Person or Organization (Additional Insured) and their mailing address:
All persons or companies as required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II – COVERED AUTOS LIABILITY COVERAGE) is amended to include as an "insured" the person(s) or organization(s) shown in the above Schedule with whom you have agreed in an "insured contract" that such person or organization be added as an additional "insured" in your policy. Such person or organization is an "insured" under this Coverage Form but only with respect to their tort liability assumed by you under such "insured contract". Any person's or organization's status as an additional "insured" under this endorsement ends when this policy terminates or the "insured contract" terminates, whichever occurs first.

If we cancel this policy, we will give written notice to the additional "insured" shown in the above Schedule at least 30 days before the date of cancellation. If we elect not to renew this policy we will give written notice to the additional "insured" shown in the above Schedule at least 30 days before the expiration of this policy.

All Other Terms and Conditions Remain Unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AI Fire, LLC., Impact Fire Services, LLC., Academy Fire Life Safety, LLC. Endorsement Effective Date: 02/14/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s): All persons or companies as required by written contract

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization for which you have agreed to waive your rights of recovery in a written contract, provided such contract was executed prior to date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02/14/2020 Policy No. QWC4001853 Endorsement No. 000
 Insured AI FIRE LLC. Impact Fire Services, LLC.,
 Academy Fire Life Safety, LLC.
 Insurance Company PRAETORIAN INSURANCE COMPANY
 Countersigned by _____

State of New Hampshire

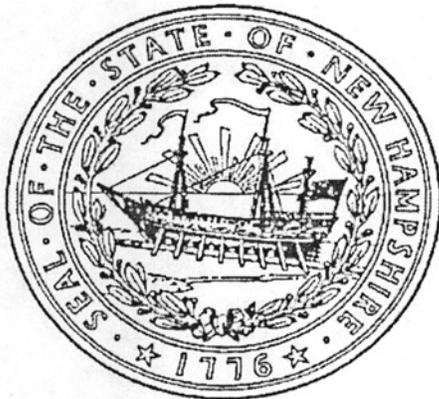
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IMPACT FIRE SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 03, 2018. 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: 808148

Certificate Number: 0004882917



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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

DATE: 1/27/2020

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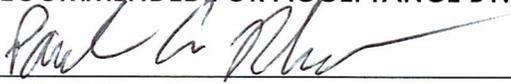
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SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 1/27/2020

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

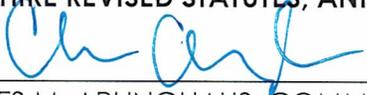
DATE 1/28/2020

APPROVED FOR ACCEPTANCE BY:


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

DATE 1/28/2020

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 1/28/2020
.....

**EIGHTH AMENDMENT TO THE CONTRACT
BETWEEN IMPACT FIRE SERVICES, LLC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRE ALARM MAINTENANCE SERVICES
CONTRACT # 8002430**

This Eighth Amendment (hereinafter referred to as the "Amendment"), dated this 24th day of January, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Impact Fire Services, LLC. (hereinafter referred to as "the Contractor") for Fire Alarm Maintenance Services.

WHEREAS, pursuant to an agreement effective January 1, 2019, amended by the First Amendment on January 24, 2019, amended by the Second Amendment on January 30, 2019, amended by the Third Amendment on March 11, 2019, amended by the Fourth Amendment on May 5, 2019, amended by the Fifth Amendment on September 12, 2019, amended by the Sixth Amendment on October 30, 2019, amended by the Seventh Amendment on December 12, 2019 and set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain fire alarm maintenance services for the State in consideration of payment by the State of certain sums as specified therein; and

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1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
1.8 \$236,985.71
2. Amend Exhibit B Payment & Pricing; add the following locations:

LOCATION NAME	INSPECTION COVERAGE	ANNUAL COST 2020	ANNUAL COST 2021
Lisbon Patrol Shed, DOT 1	Semi-Annual	\$1,200.00	\$1,200.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 1, 2019, effective January 1, 2019, First Amendment on January 24, 2019, amended by the Second Amendment on January 30, 2019, amended by the Third Amendment on March 11, 2019, amended by the Fourth Amendment on May 5, 2019, amended by the Fifth Amendment on September 12, 2019, amended by the Sixth Amendment on October 30, 2019, amended by the Seventh Amendment on December 12, 2019 and set to expire December 31, 2021. The contract shall remain in full force and effect.

IMPACT FIRE SERVICES, LLC.

STATE OF NEW HAMPSHIRE

John Theriault

John Theriault
(Print Name)

Title: Northeast Regional Manager

Date: January 24, 2020

By: Charles M. Arlinghaus

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 1/27/2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 24 day of January, 2020,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

John P Theriault

And acknowledge that he executed this
document indicated above.

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

Muriel R. Motard
(Notary Public/Justice of the Peace)

My commission expires:

MURIEL R. MOTARD, Notary Public
My Commission Expires July 31, 2024
(Date)



Certificate of Authority

I, Liz Page Controller of Impact Fire Services do
Printed Name of Certifying Officer Title Name of Company

hereby certify that John Theriault is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Regional Controller
Office/Position of Certifying Officer
of Impact Fire Services, this 24th day of January, 2020
Name of Company

Liz Page
Signature of Certifying Officer

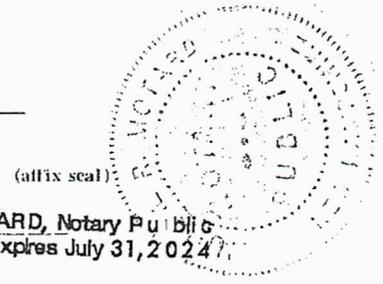
Notarization

State of New Hampshire
County of Hillsborough
On 1/24/20 before me, Muriel Motard
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Liz Page, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Regional Controller of Impact Fire Services.
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

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

Muriel R. Motard
Notary Public or Justice of the Peace



Commission Expires: MURIE L. R. MOTARD, Notary Public
My Commission Expires July 31, 2024

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 IMPACT FIRE SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 03, 2018. 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: 808148

Certificate Number: 0004503571



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2019.

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

William M. Gardner
Secretary of State

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

DATE: 12/23/2019

CONTRACT #: 8002430

NIGP CODE: 936-3376

CONTRACT FOR: Fire Alarm Maintenance Services

CONTRACTOR: Impact Fire Services, LLC

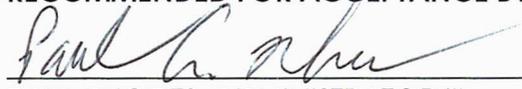
VENDOR CODE #: 299934

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 12/23/2019

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

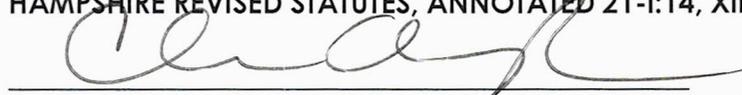
DATE 12/23/19

APPROVED FOR ACCEPTANCE BY:


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

DATE 12/23/19

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 12/23/19

**SEVENTH AMENDMENT TO THE CONTRACT
BETWEEN IMPACT FIRE SERVICES, LLC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRE ALARM MAINTENANCE SERVICES
CONTRACT # 8002430**

This Seventh Amendment (hereinafter referred to as the "Amendment"), dated this 12/23/19 day of December, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Impact Fire Services, LLC. (hereinafter referred to as "the Contractor") for Fire Alarm Maintenance Services.

WHEREAS, pursuant to an agreement effective January 1, 2019, amended by the First Amendment on January 24, 2019, amended by the Second Amendment on January 30, 2019, amended by the Third Amendment on March 11, 2019, amended by the Fourth Amendment on May 5, 2019, amended by the Fifth Amendment on September 12, 2019, amended by the Sixth Amendment on October 30, 2019 and set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain fire alarm maintenance 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 \$234,585.71
2. Amend Exhibit B Payment & Pricing; add the following locations:

LOCATION NAME	INSPECTION COVERAGE	ANNUAL COST 2019	ANNUAL COST 2020	ANNUAL COST 2021
Hampton Beach State Park, Ocean Blvd., Hampton Beach (includes South & North Pavilion, North & South Bath Houses, & Seashell Building)	Semi-Annual	\$1,250.00	\$1,250.00	\$1,300.00
Hampton Circuit Court, 3 Timber Swamp Rd, Hampton	Semi-Annual	\$660.00	\$660.00	\$660.00

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on November 1, 2019, shall remain in full force and effect.

Contractor Initials: 
Date: 12/23/19

IMPACT FIRE SERVICES, LLC.

By: 
John Theriault
(Print Name)

Title: Northeast General Manager

Date: 12/23/19

STATE OF NEW HAMPSHIRE

By: 
Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 12/23/19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 23rd day of December, 2019.
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

JOHN THERIAULT

And acknowledge that he executed this document indicated above.

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


(Notary Public/Justice of the Peace)

My commission expires:

May 4 2021
(Date)

MELISSA M. GOUVEIA, Notary Public
My Commission Expires May 4, 2021

Certificate of Authority

I, Liz Page REGIONAL CONTROLLER of Impact Fire Services LLC do
Printed Name of Certifying Officer Title Name of Company

hereby certify that John Theriault is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the REGIONAL CONTROLLER
Office/Position of Certifying Officer
of Impact Fire Services LLC, this 9th day of December, 2019
Name of Company

Liz Page
Signature of Certifying Officer

Notarization

State of
County of

On December 9, 2019, before me, Muriel Motard,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Liz Page, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Regional Controller of Impact Fire Services
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

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

Muriel R. Motard
Notary Public or Justice of the Peace



Commission Expires: MURIEL R. MOTARD, Notary Public
My Commission Expires July 31, 2021

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 IMPACT FIRE SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 03, 2018. 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: 808148

Certificate Number: 0004503571



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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

DATE: 10/28/2019

CONTRACT #: 8002430

NIGP CODE: 936-3376

CONTRACT FOR: Fire Alarm Maintenance

CONTRACTOR: Impact Fire Services, LLC

VENDOR CODE #: 299934

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 10/28/19

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

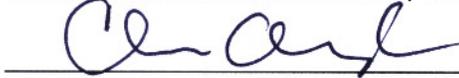
DATE 10/28/19

APPROVED FOR ACCEPTANCE BY:


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

DATE 10/28/19

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 10-30-19

**SIXTH AMENDMENT TO THE CONTRACT
BETWEEN IMPACT FIRE SERVICES, LLC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRE ALARM MAINTENANCE SERVICES
CONTRACT # 8002430**

This Sixth Amendment (hereinafter referred to as the "Amendment"), dated this 25 day of October, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Impact Fire Services, LLC. (hereinafter referred to as "the Contractor") for Fire Alarm Maintenance Services.

WHEREAS, pursuant to an agreement effective January 1, 2019, amended by the First Amendment on January 24, 2019, amended by the Second Amendment on January 30, 2019, amended by the Third Amendment on March 11, 2019, amended by the Fourth Amendment on May 5, 2019, amended by the Fifth Amendment on September 12, 2019 and set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain fire alarm maintenance 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 \$227,685.70

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

LOCATION NAME	INSPECTION COVERAGE	ANNUAL COST 2019	ANNUAL COST 2020	ANNUAL COST 2021
Health & Human Services, 29 Hazen Drive, Concord * Price Adjustment	Semi-Annual	\$4052.00	\$4052.00	\$4170.00
Merrimack County Superior Courthouse, 5 Court St., Concord	Semi-Annual	\$1950.00	\$1950.00	\$1950.00

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.

IMPACT FIRE SERVICES, LLC

By:

[Signature]

Ron Brassard
(Print Name)

Title: District General Manager

Date: 10/25/19

STATE OF NEW HAMPSHIRE

By:

[Signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 10-30-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 25 day of October, 2019,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Ron Brassard

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:

MURIEL R. MONTARD, Notary Public
My Commission Expires July 31, 2024



Certificate of Authority

I, **John Theriault, Regional General Manager** of **Impact Fire Services** do
Printed Name of Certifying Officer Title Name of Company

hereby certify that **Ron Brassard** is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the **Regional General Manager**
Office/Position of Certifying Officer
of **Impact Fire Services LLC** this **27th** day of **August**, 20**19**
Name of Company

This Certificate of Authority is valid from this date forward until otherwise amended by
Impact Fire Services LLC

John P. Theriault
Signature of Certifying Officer

Notarization

State of **New Hampshire**
County of **Hillsborough**
On **August 27, 2019** before me, **Muriel Motard**
Date Name of Notary or Justice of the Peace

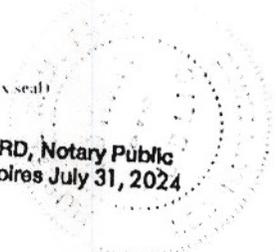
the undersigned officer, personally appeared **John Theriault**, who
Printed Name of Certifying Officer
acknowledged him/herself to be the **Regional GM** of **Impact Fire Services**
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal

Muriel R. Motard
Notary Public or Justice of the Peace

(affix seal)

Commission Expires: **MURIEL R. MOTARD, Notary Public**
My Commission Expires July 31, 2024



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 IMPACT FIRE SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 03, 2018. 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: **808148**

Certificate Number: **0004503571**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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

DATE: 10/28/2019

CONTRACT #: 8002430

NIGP CODE: 936-3376

CONTRACT FOR: Fire Alarm Maintenance

CONTRACTOR: Impact Fire Services, LLC

VENDOR CODE #: 299934

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 10/28/19

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 10/28/19

APPROVED FOR ACCEPTANCE BY:


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

DATE 10/28/19

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 10-30-19

**FIFTH AMENDMENT TO THE CONTRACT
 BETWEEN IMPACT FIRE SERVICES, LLC
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR FIRE ALARM MAINTENANC SERVICES
 CONTRACT # 8002430**

This Fifth Amendment (hereinafter referred to as the "Amendment"), dated this 25 day of October, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Impact Fire Services, LLC (hereinafter referred to as "the Contractor") for Fire Alarm Maintenance Services.

WHEREAS, pursuant to an agreement effective January 1, 2019, amended by the First Amendment on January 24, 2019, amended by the Second Amendment on January 30, 2019, amended by the Third Amendment on March 11, 2019, amended by the Fourth Amendment on May 5, 2019 and set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain fire alarm maintenance 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 \$277,685.70
2. Amend Exhibit B Payment & Pricing; add the following locations:

LOCATION NAME	INSPECTION COVERAGE	ANNUAL COST 2019	ANNUAL COST 2020	ANNUAL COST 2021
Health & Human Services, 29 Hazen Drive, Concord* Price Adjustment	Semi-Annual	\$4052.00	\$4052.00	\$4170.00
Merrimack County Superior Courthouse, 5 Court St., Concord	Semi-Annual	\$1950.00	\$1950.00	\$1950.00

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.

IMPACT FIRE SERVICES, LLC

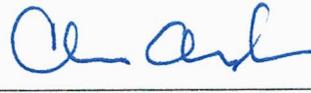
By: 

Ron Brassard
(Print Name)

Title: District General Manager

Date: 10/25/19

STATE OF NEW HAMPSHIRE

By: 

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: _____

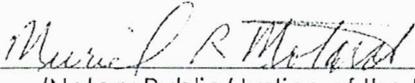
NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 25 day of October, 2019,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Ron Brassard

And acknowledge that he executed this
document indicated above.

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


(Notary Public/Justice of the Peace)

My commission expires:

MURIEL R. MOTARD, Notary Public
My Commission Expires July 31, 2024

State of New Hampshire

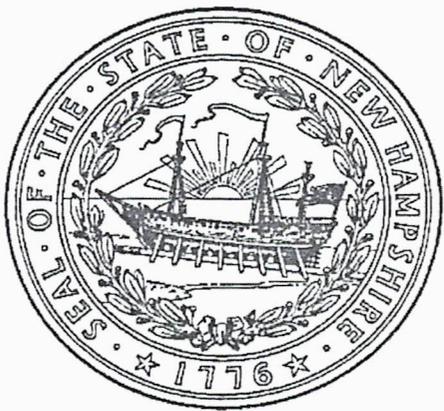
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IMPACT FIRE SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 03, 2018. 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: **808148**

Certificate Number: **0004503571**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of April A.D. 2019.

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

William M. Gardner
Secretary of State

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

DATE: 5/16/19

CONTRACT #: 8002430

NIGP CODE: 936-3376

CONTRACT FOR: Fire Alarm Maintenance

CONTRACTOR: Impact Fire Services, LLC

VENDOR CODE #: 299934

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 5-16-19

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 5/16/19

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 5/16/19

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 5-16-19

**FOURTH AMENDMENT TO THE CONTRACT
 BETWEEN IMPACT FIRE SERVICES, LLC
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR FIRE ALARM MAINTENANCE SERVICES
 CONTRACT # 8002430**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 10th day of May, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Impact Fire Services, LLC (hereinafter referred to as "the Contractor") for Fire Alarm Maintenance Services.

WHEREAS, pursuant to an agreement effective January 1, 2019, amended by the First Amendment on January 24, 2019, amended by the Second Amendment on January 30, 2019, amended by the Third Amendment on March 11, 2019, and set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain fire alarm maintenance 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 \$271,535.70

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

LOCATION NAME	INSPECTION COVERAGE	ANNUAL COST 2019	ANNUAL COST 2020	<u>Annual Cost 2021</u>
NH Veterans Cemetary-Admin. Building	Quarterly	\$600.00	\$600.00	\$600.00
NH Veterans Cemetary-Maintenance Building	Quarterly	\$300.00	\$300.00	\$300.00
NH Veterans Cemetary-Chapel	Quarterly	\$300.00	\$300.00	\$300.00

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.

IMPACT FIRE SERVICES, LLC

By: [Signature]

Ron Brassard
(Print Name)

Title: District General Manager

Date: March 10, 2019

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 5-16-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 10th day of May, 2019,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Ron Brassard

And acknowledge that he executed this
document indicated above.

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

(Notary Public/Justice of the Peace)

My commission expires:

(Date)

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

DATE: 3/5/19

CONTRACT #: 8002430

NIGP CODE: 936-3376

CONTRACT FOR: Fire Alarm Maintenance

CONTRACTOR: Impact Fire Services, LLC

VENDOR CODE #: 299934

SUBMITTED FOR ACCEPTANCE BY:



ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 3-5-19

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 3/11/19

APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 3/11/19

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 3/11/19

**THIRD AMENDMENT TO THE CONTRACT
 BETWEEN IMPACT FIRE SERVICES, LLC
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR FIRE ALARM MAINTENANCE SERVICES
 CONTRACT # 8002430**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 1st day of March, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Impact Fire Services, LLC (hereinafter referred to as "the Contractor") for Fire Alarm Maintenance 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 fire alarm maintenance 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 \$267,935.70

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

LOCATION	INSPECTION COVERAGE	ANNUAL COST 2019-2020	ANNUAL COST 2020-2021	ANNUAL COST 2021-2022
NH Veterans Home 139 Winter St., Tilton, NH	Annually 4-year smoke and fire damper testing 2 year sensitivity testing on smoke detectors	\$14,352.00	\$3,756.00	\$3,869.00

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.

IMPACT FIRE SERVICES, LLC

By: [Signature]
Ron Brassard
(Print Name)

Title: Regional General Manager

Date: March 1, 2019

STATE OF NEW HAMPSHIRE

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

Title: Commissioner,
Department of Administrative Services

Date: 3-11-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 1st day of March, 2019,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Ron Brassard

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:

MURIEL R. MOTARD, Notary Public
My Commission Expires July 2, 2019
(Date)

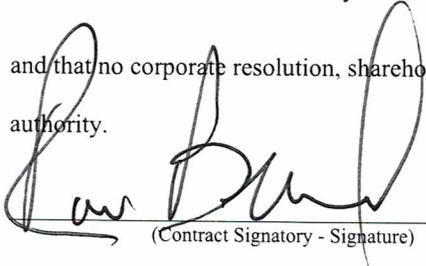
CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Ron Brassard, Regional General Manager, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of Impact Fire Services
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Impact Fire Services
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)

March 1, 2019
(Date)

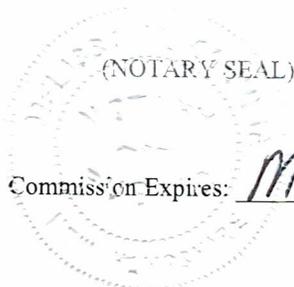
STATE OF New Hampshire

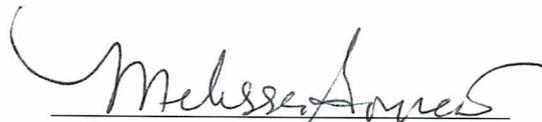
COUNTY OF Hillsborough

On this the 1st day of March 2019, before me Melissa Gouveia,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Ron Brassard, known to me (or
(Contract Signatory – Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.




(Notary Public / Justice of the Peace - Signature)

MELISSA M. GOUVEIA, Notary Public
My Commission Expires May 4, 2021

State of New Hampshire

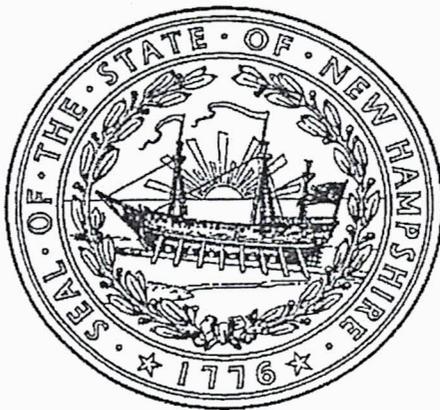
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IMPACT FIRE SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 03, 2018. 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: 808148

Certificate Number: 0004386964



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 January A.D. 2019.

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

William M. Gardner
Secretary of State

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

JAN30'19 AM10:01 DAS

DATE: 1/29/19

CONTRACT #: 8002430

NIGP CODE: 936-3376

CONTRACT FOR: Fire Alarm Maintenance

CONTRACTOR: Impact Fire Services, LLC

VENDOR CODE #: 299934

SUBMITTED FOR ACCEPTANCE BY:



ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 1-29-19

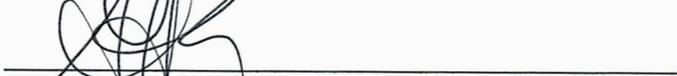
RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 1/29/19

APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 1/30/19

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 1/30/19

**SECOND AMENDMENT TO THE CONTRACT
BETWEEN IMPACT FIRE SERVICES, LLC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRE ALARM MAINTENANCE SERVICES
CONTRACT # 8002430**

This second Amendment (hereinafter referred to as the "Amendment"), dated this 26 day of January, 2019 is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Impact Fire Services, LLC(hereinafter referred to as "the Contractor") for Fire Alarm Maintenance 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 fire alarm maintenance 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 \$289,912.70
2. Amend Exhibit B Payment & Pricing; add the following payment terms for the period January 1, 2019 to December 31, 2021 :

Locations added to the contract are as follows:

LOCATION	INSPECTION COVERAGE	ANNUAL COST 2019-2020	ANNUAL COST 2020-2021	ANNUAL COST 2021-2022
Christa McAuliffe Discovery Center, 2 Institute Drive, Concord	Annually	\$760	\$760	\$800
NH Lottery Commission, 14 Integra Drive, Concord	Annually	\$300	\$300	\$325

1. 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.

IMPACT FIRE SERVICES, LLC

By: [Signature]
Ron Brassard
(Print Name)

Title: Regional General Manager

Date: 1/25/2019

STATE OF NEW HAMPSHIRE

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

Title: Commissioner,
Department of Administrative Services

Date: 1-30-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 25th day of January, 2019,
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

Ron Brassard

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 MELISSA M. GOUVEIA, Notary Public
My Commission Expires May 4, 2021

5/4/21
(Date)

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Ron Brassard, Regional General Manager, hereby certify that:
(Name of Sole Member Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of Impact Fire Services.
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Impact Fire Services
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)

January 22, 2019
(Date)

STATE OF New Hampshire

COUNTY OF Hillsborough

On this the 23rd day of January, 20 19, before me Melissa Gouveia.
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Ron Brassard, known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)


(Notary Public / Justice of the Peace - Signature)

Commission Expires: 5/4/21

MELISSA M. GOUVEIA, Notary Public
My Commission Expires May 4, 2021

State of New Hampshire

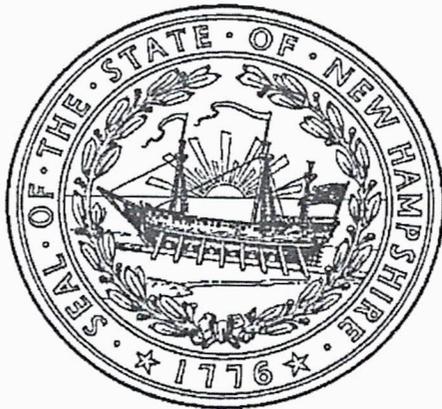
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that IMPACT FIRE SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on December 03, 2018. 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: **808148**

Certificate Number: **0004386964**



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 January A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

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

DATE: 1/23/19

CONTRACT #: 8002430

NIGP CODE: 936-3376

CONTRACT FOR: Fire Alarm Maintenance

CONTRACTOR: Impact Fire Services, LLC

VENDOR CODE #: 299934

SUBMITTED FOR ACCEPTANCE BY:


ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 1/23/19

RECOMMENDED FOR ACCEPTANCE BY:


PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 1/23/19

APPROVED FOR ACCEPTANCE BY:


GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 1/23/19

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 1/24/19

**FIRST AMENDMENT TO THE CONTRACT
 BETWEEN IMPACT FIRE SERVICES, LLC.
 AND
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
 FOR FIRE ALARM MAINTENANCE SERVICES
 CONTRACT # 8002430**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 22 day of January, 2019 is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Impact Fire Services, LLC (hereinafter referred to as "the Contractor") for Fire Alarm Maintenance 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 fire alarm maintenance 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 1.3 – Contractor Name and substitute the following:
 1.3 Impact Fire Services, LLC.
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:
 1.8 \$286,667.70
3. Amend Exhibit B Payment & Pricing; add the following payment terms for the period January 1, 2019 to December 31, 2021:

Locations added to the contract are as follows:

LOCATION	INSPECTION COVERAGE	ANNUAL COST 2019-2020	ANNUAL COST 2020-2021	ANNUAL COST 2021-2022
Department of Information Technology – 27 Hazen Drive, Concord	Semi-Annual	\$500	\$500	\$500
Biomass Boiler Facility 31 Hazen Drive, Concord	Semi-Annual	\$350	\$350	\$350

1. 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.

Contractor Initials: 
 Date: 1/22/19

IMPACT FIRE SERVICES, LLC.

By: [Signature]

Ron Brassard
(Print Name)

Title: Regional General Manager

Date: January 22, 2019

STATE OF NEW HAMPSHIRE

By: [Signature]

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 1/24/19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 22 day of January, 2019,
There appeared before me, the state and
county foresaid a person who satisfactorily
identified himself as

Ron Brassard

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:
5-4-21
(Date)

MELISSA M. GOUVEIA, Notary Public
My Commission Expires May 4, 2021

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 #: 8002430

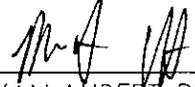
NIGP CODE: 936-3376

CONTRACT FOR: Fire Alarm Maintenance and Monitoring Services

CONTRACTOR: Tri State Fire Protection, LLC

VENDOR CODE #: 177644

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: Fire Alarm Maintenance and Monitoring Services

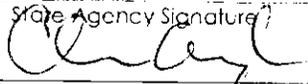
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 Tri State Fire Protection, LLC		1.4 Contractor Address 26 Hampshire Drive Hudson, NH 03051	
1.5 Contractor Phone Number 603 630-1265	1.6 Account Number Various	1.7 Completion Date 12/31/2021	1.8 Price Limitation \$284,042.70
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 John Theriault New England Regional Manager	
1.13 Acknowledgement, State of New Hampshire, County of Hillsborough On October 22, 2018, 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 MELISSA M. GOUVEIA, Notary Public My Commission Expires May 4, 2021 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Melissa Gouveia, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner Date: 11/1/18	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, Or: _____			
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 on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than 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

Tri State Fire Protection, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Fire Alarm Maintenance and Monitoring Services in accordance with the proposal submission in response to State Request for Proposal #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 alarm system and maintenance and monitoring services", shall include: providing all materials, equipment, labor and transportation as necessary for the successful completion of the work under the terms and conditions contained herein for the fire alarm equipment listed in Appendix A, Inventory of Fire Alarm System Devices.

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

Definitions for the purposes of this Contract:

Inspection: A visual examination of a system or portion thereof to verify that it appears to be in operating condition and is free from physical damage.

Testing: A procedure used to physically determine the operational status of the fire alarm system.

Prior to any work commencing on fire alarm 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 contact 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. Contractor shall notify the agency contact or designee that the system has been returned to normal operating condition. If the system has not been returned to normal operating condition, the Contractor shall provide written notification immediately to the agency contact or designee.

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 maintain or have readily available replacement parts that are new and of the same quality and brand name as that which is being replaced. Substitutions shall be permitted only with prior written 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 in the Price Section of this Contract. The Contractor shall be paid for service that is required on weekday evenings after regular hours, weekends, and on State Holidays at the repair rates established in any awarded 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 eight (8) hours per NFPA 1, the Contractor shall contact the agency contact, indicate why the repair or replacing the part(s) cannot be completed, when the equipment shall be returned to normal use, and must notify the agency contact whether the building should be shut down or fire watch should be started.

Additional service requirements at the Court Facilities locations shall occur as follows:

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

Additional service requirements at the Glenclyff Home ("Glenclyff") shall be as follows:

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

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

The Contractor shall schedule visits with the Plant Maintenance Engineer or designee to inspect and test equipment at least two (2) weeks prior to the equipment's inspection and testing due date. The Contractor shall contact the Plant Maintenance Engineer at least five (5) working days in advance of each scheduled visit to confirm the visit and to obtain any information on the equipment's condition in order to prepare for the visit.

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

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

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

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

A written summary of the work performed and problems discovered after each visit;

Confirmation for the proper operation of each device; and

Recommendations on maintenance, repairs, updates, and replacement parts to the system and that action on said recommendations requires prior authorization.

In addition to the regular maintenance outlined in this CONTRACT, the Contractor shall provide at Glenciff, corrective maintenance, repairs, updates and/or replacements to devices as follows:

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

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

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

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

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

Additional Requirements for the Adjutant General's Department's locations are as follows:

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

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

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

Fire Alarm System Inspection & Testing Requirements

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

The Contractor shall visually inspect fire alarm system components for proper operation, position, and condition as appropriate. After the initial inspection of all fire alarm system components, the Contractor shall in writing bring to the attention of the agency any problems revealed from the inspection. Necessary corrective action will be identified.

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

The following fire alarm system components shall be physically inspected and tested in accordance with NFPA 72, of the adopted edition, approved test methods and manufacturer's recommendations.

The Contractor shall not be responsible for any damage caused to the fire alarm panel system components that are a result of lightning, water, vandalism or misuse by the building owner. The cost to repair any ground faults or wiring issues shall be the responsibility of the State at the repair rates established in this Contract. Any other expenses to repair the system are the responsibility of the Contractor.

The Contractor shall coordinate (at the State's request) with the elevator maintenance company (such elevator company that is under Contract with the State) for the testing of the fire initiating devices for the elevators, at no additional cost to the State. The elevator company inspector shall witness the testing of the related fire initiating devices for the elevator. The coordination shall be planned around the anniversary date (month the elevator inspection is due) of the annual inspection of each elevator. The cost for all actions to accomplish the annual inspection of the elevator equipment shall be annuitized into the monthly maintenance fee charged by the elevator company to the applicable State agency.

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

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

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

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

Regular maintenance shall only be completed during the hours indicated for that location, parts and labor on all fire alarm panel system components. The term "regular maintenance" shall include the repair (at Contractor's expense) of any defective components in the main fire panel (including batteries) to main the systems in proper operating condition. The performance of regular maintenance shall be at no additional cost to the State.

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

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

The Contractor shall do all the work and furnish all the materials, tools, equipment, transportation, and safety devices necessary to perform the work in the manner and time specified.

All personnel shall observe all check-in procedures, escort procedures, and regulations or special restrictions in effect at the State agencies. Each individual agency may request the Contractor to provide security clearance and/or background checks for any and all Contractor representatives that may work in their facilities.

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

All repair services shall be conducted in full compliance with all specified standards in a manner equal to or better than the normal safety and security procedures and standards established by the State, and at no time shall State facilities or its occupants be placed in jeopardy.

All work shall 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.

Upon request, the Contractor shall meet with the State either in person or via telephone conference call regarding corrective actions and/or resolution.

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 Fire Alarm Maintenance and Monitoring 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 \$284,042.70; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

Fire Alarm				
	INSPECTION COVERAGE	ANNUAL COST	ANNUAL COST	ANNUAL COST
		2019-2020	2020-2021	2021-2022
Department of Transportation				
310 Patrol Shed 608 Eaton Rd. (NH 153) Conway, NH	Annual	\$ 314.00	\$ 314.00	\$ 314.00
TOTAL		\$ 314.00	\$ 314.00	\$ 314.00
Bureau of General Services				
Administrative Office of the Courts Noble Drive Concord, NH	Semi-Annual	\$248.00	\$248.00	\$255.00
Supreme Court Noble Drive Concord, NH	Semi-Annual	\$1,071.00	\$1,071.00	\$1,103.00
Bridges House 21 Mountain Road Concord, NH	Semi-Annual	\$398.00	\$398.00	\$410.00
Emergency Operation Center 110 Smokey Bear Blvd Concord, NH	Semi-Annual	\$768.00	\$768.00	\$791.00
Health & Human Services 29 Hazen Drive Concord, NH	Semi-Annual	\$3,952.00	\$3,952.00	\$4,071.00
Johnson Hall 107 Pleasant Street Concord, NH	Semi-Annual	\$1,043.00	\$1,043.00	\$1,074.00
Department of Justice 33 Capitol Street Concord, NH	Semi-Annual	\$773.00	\$773.00	\$796.00
Legislative Office Building 33 North State Street Concord, NH	Semi-Annual	\$1,509.00	\$1,509.00	\$1,554.00

Londergan Hall 101 Pleasant Street Concord, NH	Semi-Annual	\$932.00	\$932.00	\$960.00
Medical & Surgical Building 109 Pleasant Street Concord, NH	Semi-Annual	\$1,193.00	\$1,193.00	\$1,229.00
Monadnock Mill 17 Water Street Claremont, NH	Semi-Annual	\$674.00	\$674.00	\$694.00
John O. Morton 7 Hazen Drive Concord, NH	Semi-Annual	\$719.00	\$719.00	\$741.00
State Library 20 Park Street Concord, NH	Semi-Annual	\$1,130.00	\$1,130.00	\$1,164.00
Department of Motor Vehicles 23 Hazen Drive Concord, NH	Semi-Annual	\$665.00	\$665.00	\$685.00
Old Labor Building 19 Pillsbury Street Concord, NH	Semi-Annual	\$719.00	\$719.00	\$741.00
Records & Archives 71 South Fruit Street Concord, NH	Semi-Annual	\$1,416.00	\$1,416.00	\$1,459.00
Safety Building 10 Hazen Drive Concord, NH	Semi-Annual	\$1,574.00	\$1,574.00	\$1,621.00
South Spring Street 64 South Street Concord, NH	Semi-Annual	\$676.00	\$676.00	\$696.00
Spaulding Hall 95 Pleasant Street Concord, NH	Semi-Annual	\$1,220.00	\$1,220.00	\$1,257.00
State House Annex 25 Capitol Street Concord, NH	Semi-Annual	\$2,342.00	\$2,342.00	\$2,412.00
State House 107 North Main Street Concord, NH	Semi-Annual	\$2,182.00	\$2,182.00	\$2,248.00
Surplus Warehouse 12 Hills Avenue Concord, NH	Semi-Annual	\$242.00	\$242.00	\$249.00
DOT Mechanical Services 33 Smokey Bear Blvd Concord, NH	Semi-Annual	\$367.00	\$367.00	\$378.00
DOT Material Research 5 Hazen Drive Concord, NH	Semi-Annual	\$460.00	\$460.00	\$474.00

Upham Walker House 18 Park Street Concord, NH	Semi-Annual	\$443.00	\$443.00	\$456.00
Walker Building 17 South Fruit Street Concord, NH	Semi-Annual	\$2,429.00	\$2,429.00	\$2,502.00
TOTAL		\$29,145.00	\$29,145.00	\$30,020.00
Department of Health and Human Services				
John H Sununu Center 1056 River Road Manchester, NH	Annual	\$2,131.00	\$2,131.00	\$2,195.00
Administration Building John H Sununu Center 1056 River Road Manchester, NH	Annual	\$992.00	\$992.00	\$1,022.00
TOTAL		\$3,123.00	\$3,123.00	\$3,217.00
Department of Safety				
Dwinell Building 50 Communications Drive Laconia, NH	Annual	\$780.00	\$780.00	\$780.00
Troop E 1864 White Mountain Highway Tamworth, NH	Annual	\$392.00	\$392.00	\$404.00
Troop D 139 Iron Works Road Concord, NH	Annual	\$405.00	\$405.00	\$417.00
Troop A 315 Calef Highway Epping, NH	Annual	\$392.00	\$392.00	\$404.00
Safety Warehouse 41 Hazen Drive Concord, NH	Annual	\$293.00	\$293.00	\$302.00
Marine Patrol Headquarters 31 Dock Road Gilford, NH	Annual	\$541.00	\$541.00	\$557.00
Fire Standards & Training Firehouse and Maintenance Building 98 Smokey Bear Boulevard Concord, NH	Annual	\$539.00	\$539.00	\$555.00
Fire Standards & Training Dormitory 98 Smokey Bear Boulevard Concord, NH	Annual	\$582.00	\$582.00	\$600.00
Fire Standards & Training ARRF Building 98 Smokey Bear Boulevard Concord, NH	Annual	\$199.00	\$199.00	\$205.00
TOTAL		\$4,123.00	\$4,123.00	\$4,224.00
NH Police Standards & Training				

17 Institute Drive Concord, NH	Annual	\$1,412.00	\$1,412.00	\$1,454.00
TOTAL		\$1,412.00	\$1,412.00	\$1,454.00
NH Employment Security (Location Requires Background Checks Before Services Begin)				
45 South Fruit Street Concord, NH	Annual	\$350.00	\$350.00	\$361.00
TOTAL		\$350.00	\$350.00	\$361.00
NH Fish & Game				
NH Fish & Game Office 17 Hazen Drive Concord, NH	Annual	\$350.00	\$350.00	\$361.00
NH Fish & Game Cold Storage 19 Hazen Drive Concord, NH	Annual	\$350.00	\$350.00	\$361.00
NH Fish & Game Headquarters 11 Hazen Drive Concord, NH	Annual	\$350.00	\$350.00	\$361.00
NH Fish & Game Great Bay Discovery Center 89 Depot Road Greenland, NH	Annual	\$300.00	\$300.00	\$309.00
NH Fish & Game Region 2 200 Main Street New Hampton, NH	Annual	\$300.00	\$300.00	\$309.00
NH Fish & Game Region 3 225 Main Street Durham, NH	Annual	\$300.00	\$300.00	\$309.00
NH Fish & Game Gregg Conservation Center 90 Depot Road Greenland, NH	Annual	\$300.00	\$300.00	\$309.00
NH Fish & Game Owl Brook Hunter Education Center 387 Perch Pond Road Holderness, NH	Annual	\$300.00	\$300.00	\$309.00
NH Fish & Game Twin Mountain Hatchery 1450 Route 3 North Carroll, NH	Annual	\$300.00	\$300.00	\$309.00
TOTAL		\$2,850.00	\$2,850.00	\$2,937.00
Glenciff Home				
Glenciff Home (Service to Begin 6/30/2019) 393 High Street Benton, NH	Annual	\$3,042.00	\$3,042.00	\$3,133.00
TOTAL		\$3,042.00	\$3,042.00	\$3,133.00
Community Colleges				

Manchester Community College 1066 Front Street Manchester, NH	Semi-Annual	\$2,384.00	\$2,384.00	\$2,456.00
TOTAL		\$2,384.00	\$2,384.00	\$2,456.00
Court Facilities				
Carroll County Superior Court 96 Water Village Road Ossipee, NH	Semi-Annual	\$940.00	\$940.00	\$968.00
Conway Circuit Court 35 East Conway Road Center Conway, NH	Semi-Annual	\$726.00	\$726.00	\$748.00
Concord Circuit Court 32 Clinton Street Concord, NH	Semi-Annual	\$1,108.00	\$1,108.00	\$1,141.00
Coos County Superior Court 55 School Street Lancaster, NH	Semi-Annual	\$944.00	\$944.00	\$972.00
Derry Circuit Court 10 Courthouse Lane Derry, NH	Semi-Annual	\$415.00	\$415.00	\$428.00
Dover Circuit Court 25 St. Thomas Street Dover, NH	Semi-Annual	\$1,439.00	\$1,439.00	\$1,482.00
Franklin Circuit Court 7 Hancock Terrace Franklin, NH	Semi-Annual	\$221.00	\$221.00	\$228.00
Hillsborough County Superior Court (North) 300 Chestnut Street Manchester, NH	Semi-Annual	\$1,005.00	\$1,005.00	\$1,035.00
Hillsborough County Superior Court (South) 30 Spring Street Nashua, NH	Semi-Annual	\$923.00	\$923.00	\$951.00
Jaffrey Circuit Court 84 Peterborough Street Jaffrey, NH	Semi-Annual	\$503.00	\$503.00	\$518.00
Laconia Circuit Court 26 Academy Street Laconia, NH	Semi-Annual	\$701.00	\$701.00	\$722.00
Lebanon Circuit Court 38 Centera Parkway Lebanon, NH	Semi-Annual	\$372.00	\$372.00	\$383.00
Manchester Circuit Court 35 Amherst Street Manchester, NH	Semi-Annual	\$1,408.00	\$1,408.00	\$1,450.00
Merrimack Circuit Court 4 Baboosic Lake Road Merrimack, NH	Semi-Annual	\$885.00	\$885.00	\$912.00

Plymouth Circuit Court 26 Green Street Plymouth, NH	Semi-Annual	\$433.00	\$433.00	\$446.00
Portsmouth Circuit Court 111 Parrott Avenue Portsmouth, NH	Semi-Annual	\$632.00	\$632.00	\$651.00
Rochester Circuit Court 76 North Main Street Rochester, NH	Semi-Annual	\$348.00	\$348.00	\$358.00
Rockingham County Superior Court 10 Route 125 Brentwood, NH	Semi-Annual	\$2,450.00	\$2,450.00	\$2,524.00
TOTAL		\$15,453.00	\$15,453.00	\$15,917.00
Veteran's Home				
139 Winter Street Lifton, NH	Annually 4 year smoke and fire damper testing 2 year sensitivity testing on smoke detectors	\$14,352.00	\$ 3,756.00	\$3,869.00
TOTAL		\$14,352.00	\$3,756.00	\$3,869.00

Repair Rates (Repair Work/Emergency Service Calls)	
Monday through Friday 7 AM to 4 PM	\$120 Per hour/per person
Monday through Friday 4:01 PM to 6:59 AM	\$165 Per hour/per person
Saturday	\$165 Per hour/per person
Sunday & Holiday* Work	\$165 Per hour/per person
*Holidays shall be based on State designated holidays	

3. INVOICE

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

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

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

4. PAYMENT

Payments 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.

EXHIBIT D

RFP #2070-18 is incorporated here within.

Contractor Initials *AO*
Date 10/22/18

State of New Hampshire

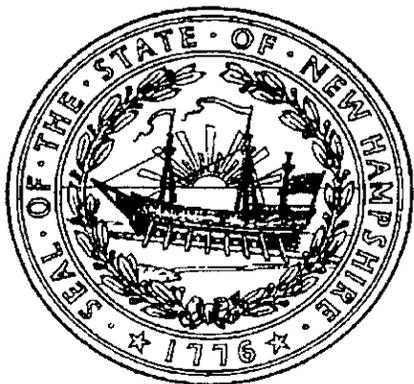
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI STATE FIRE PROTECTION, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 06, 2006. 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: 550043

Certificate Number: 0004198930



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

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, John Theriault, New England Regional Manager, hereby certify that:
(Name of Sole Member Manager of Limited Liability Company, Contract Signatory - Print Name)

1. I am the Sole Member/Manager of the Company of Tri State Fire Protection LLC
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Tri State Fire Protection LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.


(Contract Signatory - Signature)

October 22, 2018
(Date)

STATE OF New Hampshire

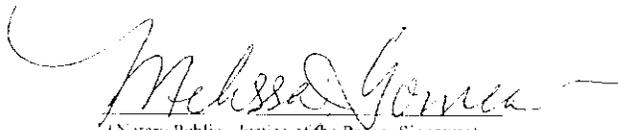
COUNTY OF Hillsborough

On this the 22 day of October, 2018, before me Melissa Gouveia,
(Day) (Month) (Yr) (Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared John Theriault, known to me (or
(Contract Signatory - Print Name)

satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL)


(Notary Public - Justice of the Peace - Signature)

Commission Expires: 5-4-2021

MELISSA M. GOUVEIA, Notary Public
My Commission Expires May 4, 2021

