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

DATE: 1/29/19

CONTRACT #: 8002431                      NIGP CODE: 936-3376

CONTRACT FOR: Fire Suppression System Testing & Inspection Services

CONTRACTOR: Impact Fire Services, LLC                      VENDOR CODE #: 299934

SUBMITTED FOR ACCEPTANCE BY:

ERICABRISSON, 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 21-1:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 2/30/19

Revised 11/6/17 PAR
SECOND AMENDMENT TO THE CONTRACT
BETWEEN IMPACT FIRE SERVICES, LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRE SUPPRESSION SYSTEM TESTING & INSPECTION SERVICES
CONTRACT # 8002431

This second Amendment (hereinafter referred to as the "Amendment"), dated this \( \frac{26}{2} \) 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 Suppression System Testing & Inspection Services.

WHEREAS, pursuant to an agreement effective January 1, 2019 set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain fire suppression system testing & inspection services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 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  $174,203.70

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:

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>INSPECTION COVERAGE</th>
<th>ANNUAL COST 2019-2020</th>
<th>ANNUAL COST 2020-2021</th>
<th>ANNUAL COST 2021-2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>NH Lottery Commission</td>
<td>Annually</td>
<td>$300</td>
<td>$300</td>
<td>$325</td>
</tr>
<tr>
<td>14 Integra Drive Concord, NH</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: 1/28/19

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 28th 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.

Melissa Gouveia
(Notary Public/Justice of the Peace)

My commission expires:

5/4/21
(Date)

MELISSA M. GOUEIA, Notary Public
My Commission Expires May 4, 2021
CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

1. Ron Brassard, Regional General Manager
   (Name of Sole Member/Manager of Limited Liability Company - Contract Signatory - Print Name)

   I hereby certify that:

   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.

      [Signature]
      (Contract Signatory - Signature)

   January 22, 2019
   (Date)

STATE OF New Hampshire
COUNTY OF Hillsborough

On this the 23rd day of January 2019, before me Melissa Gouveia
(Name of Notary Public - Justice of the Peace)

the undersigned officer, personally appeared Ron Brassard
(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.

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

Commission Expires: 5/4/21

MELISSA M. GOUVEIA, Notary Public
My Commission Expires May 4, 2021
### Certificate of Liability Insurance

**Producer:**
Insurance Office of America, Inc.
1855 West State Road 434
Longwood, FL 32750

**Insured:**
Impact Fire Services, LLC
26 Hampshire Dr
Hudson, NH 03051

**Certificate Number:**
PPK1776205

**Date:**
01/22/2019

### Coverages

<table>
<thead>
<tr>
<th>Instr LTR</th>
<th>Type of Insurance</th>
<th>Addl (Subr Insd) W/O</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Commercial General Liability</td>
<td>X CLAIMS-MADE X OCCUR</td>
<td>PPK1776205</td>
<td>02/14/2018</td>
<td>02/14/2019</td>
</tr>
<tr>
<td>B</td>
<td>Automobile Liability</td>
<td>X ANY AUTO OWNED</td>
<td>PHPK1776012</td>
<td>02/14/2018</td>
<td>02/14/2019</td>
</tr>
<tr>
<td>C</td>
<td>Umbrella Liability</td>
<td>X OCCUR CLAIMS-MADE</td>
<td>PUB617544</td>
<td>02/14/2018</td>
<td>02/14/2019</td>
</tr>
<tr>
<td>C</td>
<td>Workers Compensation &amp; Employers' Liability</td>
<td>Y/N N/A</td>
<td>TWC3696603</td>
<td>02/14/2018</td>
<td>02/14/2019</td>
</tr>
<tr>
<td>B</td>
<td>Leased/Rented Equipment</td>
<td></td>
<td>PHPK1776014</td>
<td>02/14/2018</td>
<td>02/14/2019</td>
</tr>
<tr>
<td>D</td>
<td>Professional Liability</td>
<td></td>
<td>6016818996</td>
<td>02/14/2018</td>
<td>02/14/2019</td>
</tr>
</tbody>
</table>

**Limits:**
- Each occurrence: $1,000,000
- Damage to rented premises (EA occurrence): $300,000
- Medical expenses (Any person): $5,000
- Personal & Adverse Injury: $1,000,000
- General aggregate: $2,000,000
- Products - COM/BP AGG: $2,000,000
- XCU Included: $1,000,000
- Combined single limit (EA accident): $1,000,000
- Bodily injury (Per person): $1,000,000
- Bodily injury (Per accident): $1,000,000
- Property damage (Per accident): $1,000,000
- Each occurrence: $10,000,000
- Aggregate: $10,000,000
- E.L. Each Accident: $1,000,000
- E.L. Disease - EA Employer: $1,000,000
- E.L. Disease - Policy Limit: $1,000,000

**Description of Operations / Locations / Vehicles:**
(Acord 101: Additional Remarks Schedule, may be attached if more space is required)

**Note:** Tri-State Fire Protection, LLC. Effective Dates of Coverage on All Lines: 03/08/2018 to 02/14/2019

---

**Certificate Holder:**

**Cancellation:**
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

---

**ACORD 25 (2016/03)**

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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.

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 #: 8002431

NIGP CODE: 936-3376

CONTRACT FOR: Fire Suppression System Testing & Inspection Services

CONTRACTOR: Impact Fire Services, LLC

VENDOR CODE #: 299934

SUBMITTED FOR ACCEPTANCE BY:

ERICA BRISON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 1/24/19

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 1/24/19

APPROVED FOR ACCEPTANCE BY:

GARY LUNETA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 1/25/19

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 1/25/19

Revised 11/6/17 PAR
FIRST AMENDMENT TO THE CONTRACT
BETWEEN IMPACT FIRE SERVICES, LLC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR FIRE SUPPRESSION SYSTEM TESTING SERVICES
CONTRACT # 8002431

This First Amendment (hereinafter referred to as the "Amendment"), dated this 20th 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 Suppression System Testing & Inspection Services.

WHEREAS, pursuant to an agreement effective January 1, 2019 set to expire December 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain suppression system testing & inspection services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 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. 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: Regional General Manager

Date: January 22, 2019

STATE OF NEW HAMPSHIRE

By: _________________

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 1 - 25 - 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
CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

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

1. I am the Sole Member/Manager of the Company of __________
   (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 __________
   (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 ________

COUNTY OF __________

On this the 23rd day of January 2019, before me Melissa Gouveia
(Name of Notary Public / Justice of the Peace)

the undersigned officer, personally appeared Ron Brassard
(Contract Signatory and 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)

Commission Expires: 5/4/21

MELISSA M. GOUGEIA, Notary Public
My Commission Expires May 4, 2021
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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

INSURED
Impact Fire Services, LLC
26 Hampshire Dr
Hudson, NH 03051

CONTACT
NAME: (800) 243-6899
PH (AIG, No. Ext): 407) 788-7933
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSDR A: Tokio Marine Specialty Insurance Company 23850
INSDR B: Philadelphia Indemnity Insurance Company 18059
INSDR C: Technology Insurance Company, Inc 42376
INSDR D: Columbia Casualty Company 31127
INSDR E:
INSDR F:

NAIC #

COVERAGE 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 SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>AODL SUBR (CDO, WOS)</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE X OCCUR X</td>
<td>PPK1776205</td>
<td>02/14/2018</td>
<td>02/14/2019</td>
<td>EACH OCCURRENCE $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence) $ 300,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $ 5,000</td>
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<td></td>
<td>Contractual Liab As</td>
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<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $ 1,000,000</td>
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<tr>
<td></td>
<td>Incl in General Liab</td>
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<td></td>
<td></td>
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<td>GENERAL AGGREGATE $ 2,000,000</td>
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<td>GENL AGGREGATE LIMIT APPLIES PER:</td>
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<td></td>
<td></td>
<td>PRODUCTS - COM/POOL AGG $ 2,000,000</td>
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<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>ANY AUTO OWNED AUTOS ONLY</td>
<td>PHPK1776012</td>
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<td>02/14/2019</td>
<td>COMBINED SINGLE LIMIT (EA accident) $ 1,000,000</td>
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<td>SCHEDULED AUTOS</td>
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<td>BODILY INJURY (Per person)</td>
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<tr>
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<td></td>
<td>NON-OWNED AUTOS ONLY</td>
<td></td>
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<td>BODILY INJURY (Per accident)</td>
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<td>UMBRELLA Liab</td>
<td>OCCUR CLAIMS-MADE</td>
<td>PUB617544</td>
<td>02/14/2018</td>
<td>02/14/2019</td>
<td>EACH OCCURRENCE $ 10,000,000</td>
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<tr>
<td></td>
<td>EXCESS Liab</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $ 10,000,000</td>
</tr>
<tr>
<td>C</td>
<td>WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY</td>
<td></td>
<td>TWC3696503</td>
<td>02/14/2018</td>
<td>02/14/2019</td>
<td>E.L. EACH ACCIDENT $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td>If yes, describe under DESCRIPTION OF OPERATIONS below</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $ 1,000,000</td>
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<tr>
<td>D</td>
<td>Leased/Rented Equip</td>
<td></td>
<td>PHPK1776014</td>
<td>02/14/2018</td>
<td>02/14/2019</td>
<td>1,000 Deductible $ 50,000</td>
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<td></td>
<td>Professional Liab</td>
<td>6016818996</td>
<td></td>
<td></td>
<td></td>
<td>Pollution Liab Incl. $ 5,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***NOTE - Tri-State Fire Protection, LLC. EFFECTIVE DATES OF COVERAGE ON ALL LINES: 03/08/2018 TO 02/14/2019***

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A221073

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD
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.

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: 10/30/2018  
CONTRACT #: 8002431  
NIGP CODE: 936-3376  
CONTRACT FOR: Fire Suppression System Testing & Inspection 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 21:1:14, XII.  

CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES  

DATE 11/1/18

Revised 11/6/17 PAR
**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

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>State Agency Name</td>
</tr>
<tr>
<td>1.2</td>
<td>State Agency Address</td>
</tr>
<tr>
<td>1.3</td>
<td>Contractor Name</td>
</tr>
<tr>
<td>1.4</td>
<td>Contractor Address</td>
</tr>
<tr>
<td>1.5</td>
<td>Contractor Phone Number</td>
</tr>
<tr>
<td>1.6</td>
<td>Account Number</td>
</tr>
<tr>
<td>1.7</td>
<td>Completion Date</td>
</tr>
<tr>
<td>1.8</td>
<td>Price Limitation</td>
</tr>
<tr>
<td>1.9</td>
<td>Contracting Officer for State Agency</td>
</tr>
<tr>
<td>1.10</td>
<td>State Agency Telephone Number</td>
</tr>
<tr>
<td>1.11</td>
<td>Contractor Signature</td>
</tr>
<tr>
<td>1.12</td>
<td>Name and Title of Contractor Signatory</td>
</tr>
</tbody>
</table>

**State Agency Name:** State of New Hampshire  
**State Agency Address:** State House Annex, Room 102  
**State Agency Telephone Number:** 603-271-0580  
**Contractor Name:** Tri State Fire Protection, LLC  
**Contractor Address:** 26 Hampshire Drive, Hudson, NH 03051  
**Contractor Phone Number:** 603-630-265  
**Contractor Account Number:** Various

**Contractor Signature:**  
**Contractor Address:** 26 Hampshire Drive, Hudson, NH 03051  
**Contractor Phone Number:** 603-630-265  
**Contractor Signature:**

**Acknowledgement:** On Oct. 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 she executed this document in the capacity indicated in block 1.12.

**Signature:** Melissa Gouveia, Notary  
**My Commission Expires:** May 4, 2021

**Name and Title of Notary or Justice of the Peace:** Melissa Gouveia, Notary

**State Agency Signature:**  
**Date:** 11/11/18  
**Name and Title of State Agency Signatory:** Charles M. Aminghaus, Commissioner

**Approval by the N.H. Department of Administration, Division of Personnel:**

**Director, On:**

**Approval by the Attorney General (Firm, Substance and Execution):**

**On:**

**Approval by the Governor and Executive Council:**

**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 at 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 so, 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 1.8 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 A 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 consideration 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 80.7:2 or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding any other terms and conditions of this Agreement, 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.

Contractor Initials ______
Date: 10/22/18
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 not 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, in connection with, 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 no 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.

Contractor initials: ____________________________
Date: ____________________________
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. The 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 all requirements of the N.H. RSA chapter 281-A ("Workers’ Compensation").
15.2 To the extent the Contractor is subject to the requirements of the N.H. RSA chapter 281-A, the Contractor shall maintain and require any subcontractor or assignee to maintain a Workers’ Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers’ Compensation in the manner described in the N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and incorporated herein by reference. The Contractor 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 all 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 hereof 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 Postal 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 Suppression System Testing & Inspection 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 suppression system testing and inspection services” as used herein shall include providing all materials, equipment, labor and transportation necessary for the successful completion of the work under the terms and conditions contained herein for the fire suppression system equipment.

The purpose of this Contract is to provide all labor, tools, transportation, materials, equipment and permits as necessary to provide the required level of services as described herein. The scope of work shall include Fire Suppression System Testing and Inspection Services, as per NFPA 13, of the adopted edition and NFPA 25, of the adopted edition.

Prior to any work commencing on fire suppression systems included in 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 the fire suppression testing shall be notified of the testing to prevent unnecessary response and shall only be completed during the hours indicated for that location.

Contractor Initials: [Signature]
Date: 2/22/18
Monthly Reporting

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

Capitol Plans

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

Repair Reports

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

Replacement Parts

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

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

Service

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Locations may be added by requesting the 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 within this Contract.
Locations may be deleted with thirty (30) days written notification.

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 deemed 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 subcontractors 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 Suppression System Testing & Inspection Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of $173,278.70; 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.

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**Veteran's Home**

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**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

**Inspection/Test Type Services**
- 5-year internal obstruction investigation per system (Per test): $800 Per Test
- 3-year full trip test, per system (Per test): $225 Per Test
- Backflow testing (per device): $50 per Device

3. **INVOICE**

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

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

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

4. **PAYMENT**

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: [https://www.nh.gov/treasury](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.
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 hereof set my hand and cause to be affixed the Seal of the State of New Hampshire.
this 18th day of October A.D. 2018.

[Signature]
William M. Gardner
Secretary of State
CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

1. John Theriault, New England Regional Manager, hereby certify that:
   (Name of Sole Member/Manager of Limited Liability Company: Contract Signature - Print Name)

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

   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.

   [Signature]
   (Contract Signature - Signature)

   October 22, 2018
   (Date)

STATE OF New Hampshire
COUNTY OF Hillsborough

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

the undersigned officer, personally appeared John Theriault
   (Contract Signature - 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.

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

Commission Expires: 5-4-2021

MELISSA M. GOUVEIA, Notary Public
My Commission Expires: May 4, 2021
CERTIFICATE OF LIABILITY INSURANCE

IMPACFAC-01

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

INSURED
Tri-State Fire Protection, LLC; Impact Fire Services, LLC
26 Hampshire Dr
Hudson, NH 03051

COVERAGES

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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: (ACORD 101): Additional Hazards Schedule may be attached if more space is needed.

NOTE: Tri-State Fire Protection, LLC. EFFECTIVE DATES OF COVERAGE ON ALL LINES: 03/08/2018 TO 02/14/2019.


CERTIFICATE HOLDER

State of New Hampshire - Department Of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase and Property
25 Capitol Street
Concord, NH 03301

The ACORD name and logo are registered marks of ACORD